## GILA COUNTY BOARD OF SUPERVISORS REGULAR MEETING - TUESDAY, NOVEMBER 18, 2014 - 10:00 A.M.

#### 1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

#### 2. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 4, 2014, in Gila County, Arizona and declare the results official. (Eric Mariscal)
- B. Information/Discussion/Action to authorize a High Voltage Easement between Gila County and Salt River Project (SRP) whereby the County will grant an easement to SRP for the installation of electrical lines. (Steve Sanders)
- C. Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to establish Conquest Lane as a Country Dirt Road. (Steve Sanders)
- D. Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management. (Michael O'Driscoll)
- E. Information/Discussion/Action to approve Funding Agreement No. 108-15 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant Funds in the amount of \$113,139, for the period of November 18, 2014, to November 15, 2015, in order to rehabilitate two homes. (Malissa Buzan)
- F. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 102914-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. (**Don McDaniel**)

- G. Information/Discussion/Action to approve a contract with the Bose Public Affairs Group to provide consulting/lobbying services for Gila County at the federal government level; and further that Option 1 or Option 2 be approved to implement this action. **(Don McDaniel)**
- H. Information/Discussion/Action to adopt Resolution 14-11-01 regarding the 2015 legislative priorities, and authorize the Chairman to sign a letter to legislators. **(Don McDaniel)**
- I. Information/Discussion/Action to adopt Resolution No. 14-11-02, that would allow Gila County the ability to provide reimbursement to the County for preliminary expenditures related to the Copper Administration Building project in an amount up to, but not to exceed \$1,000,000 prior to securing of permanent financing for the project. (**Jeff Hessenius**)
- J. Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding Gila County Cause Number CV2014-0210 (Shawn Osborn v. Gila County, et. al.) and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session. (Bryan Chambers)
- K. Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session. (Bryan Chambers)
- 3. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
  - A. Approval of Intergovernmental Agreement No. 030614 Consolidated Administration and Operation of Limited Jurisdiction Courts in order to provide a means for compensation from the Town of Star Valley to Gila County for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court to conduct Town of Star Valley business for the term beginning July 1, 2013, through June 30, 2017.

- B. Approval of an Intergovernmental Agreement (Agreement No. 090514) with the Town of Payson for pre-annexation to allow each entity to regulate public property within each other's jurisdictional territory commencing on July 1, 2014, and automatically renewing from year to year, unless terminated sooner by either party giving 30 days' prior written notice to terminate.
- C. Approval of Amendment No. 1 to Contract No. 110812-1 between Gila County and Cemex to extend the contract for 12 months, from September 7, 2014, through September 6, 2015, for the purchase of ABC and chips (FOB plant) in an amount not to exceed \$80,000 that will be used for maintenance and repairs on various roads in the Copper Region of Gila County.
- D. Approval of Amendment, Item "G" to the Copper Mountain Inn, Inc. Lease Agreement whereby the County, effective November 1, 2014, recognizes the new owner of the property where Gila County leases office space, at 1100 Monroe Street, Globe, Arizona, as Globe Office Building Partners, LLC. The monthly lease payment remains the same at \$13,394.16 per month.
- E. Approval for the expenditure of funds for ADOT IGA/JPA No. 14-0004031-I, Project Oak Creek Bridge-Ewing Trail across Oak Creek, in the amount of \$239,562 to cover the difference between the estimated costs prior to bid time, and the actual low bid awarded, as well as the increase in the rates used by ADOT for construction engineering and construction contingency.
- F. Approval to accept a grant award from the San Carlos Apache Tribe in order to receive 12D funds in the amount of \$10,213.93 that will be utilized by the Sheriff's Office and the Drug, Gang, and Violent Crimes Task Force to purchase undercover surveillance equipment and tactical firearms equipment to be spent by June 30, 2015.
- G. Approval of Amendment No. 12 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Services, to provide funding in the amount of \$344,053 for the service of Case Management and \$162,338 for the service of Community Services, to be used to provide assistance to eligible citizens residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.
- H. Approval of Amendment No. 6 to Contract No. DE126000-001 between the Arizona Department of Economic Security and the Gila County Community Services Division, Gila Employment and Special Training, whereby Amendment No. 6 extends the contract period from January 1, 2015, through June 30, 2015.

- I. Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$2,000 to pursue funding for a Food Safety Task Force.
- J. Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$17,934.47 to pursue funding for a risk-based study.
- K. Approval of the appointments of the following individuals as Justices of the Peace Pro Tempore for the Payson Regional Justice Court and the Globe Regional Justice Court: Payson Regional Justice Court John Perlman; Don Calendar; Ronnie McDaniel; Paul Julien; Rebecca Baeza; and Gary Scales; and Globe Regional Justice Court Rebecca Baeza; Don Calendar; Paul Larkin; Ronnie McDaniel; and Gary Scales. All terms of office will expire on December 31, 2015.
- L. Approval to reappoint Bruce Binkley & Bob O'Conner to the Gila County Building Safety Advisory and Appeals Board of Directors for a four-year term, from January 1, 2015, to December 31, 2018.
- M. Acknowledgment of the September 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.
- N. Approval of the October 7, 2014, October 21, 2014, and October 28, 2014, Board of Supervisors' Regular meeting minutes.
- O. Acknowledgment of the Human Resources Reports for the weeks of October 7, 2014, October 14, 2014, October 21, 2014, and October 28, 2014.
- P. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 13, 2014, to October 17, 2014; October 20, 2014 to October 24, 2014; and October 27, 2014 to October 31, 2014.
- Q. Approval of finance reports/demands/transfers for the weeks of November 4, 2014, November 11, 2014, and November 18, 2014.

- 4. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

#### **ARF-2873**

## Regular Agenda Item 2. A.

## Regular BOS Meeting

Meeting Date: 11/18/2014 Submitted For: Eric Mariscal

Submitted By: Cate Gore, Administrative Clerk, Elections Department

<u>Department:</u> Elections Department

## <u>Information</u>

## Request/Subject

Official Canvass of the November 4, 2014, General Election Results.

## **Background Information**

A.R.S 16-642 (A) provides that the governing body holding an election shall meet and canvass the election returns not less than six days nor more than twenty days following the election.

A.R.S 16-646 (B) provides that a certified permanent copy of the official canvass be mailed immediately to the Secretary of State.

The Secretary of the State's Election Procedures Manual provides the Board of Supervisors shall: (1) Meet to canvass General election returns within 10 days after the General Election; and (2) Immediately provide a certified permanent copy of the county's official canvass to the Secretary of State.

## **Evaluation**

Gila County conducted a General Election on November 4, 2014. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

## Conclusion

Gila County conducted a General Election on November 4, 2014. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

## Recommendation

The Elections Director recommends the Board of Supervisors review the General Election Canvass and declare the results of the election final.

## Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 4, 2014, in Gila County, Arizona and declare the results official. (Eric Mariscal)

## Attachments

ARS 16-642

ARS 16-646

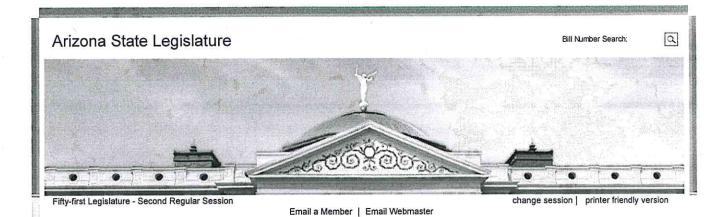
ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

16-642. Canvass of election; postponements

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.



More Agencies

Bills

Committees

Calendars/News

Legislative Council ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

16-646. Statement, contents and mailing of official canvass

A. When the result of the canvass is determined, a statement, known and designated as the official canvass, shall be entered on the official record of the election district which shall show:

1. The number of ballots cast in each precinct and in the county.

2. The number of ballots rejected in each precinct and in the county.

3. The titles of the offices voted for and the names of the persons, together with the party designation, if any, of each person voted for to fill the offices.

4. The number of votes by precincts and county received by each candidate.

5. The numbers and a brief title of each proposed constitutional amendment and each initiated or referred measure voted upon.

**JLBC** 

referred measure voted upon.

6. The number of votes by precincts and county for and against such proposed amendment or

measure.

House

Senate

B. The certified permanent copy of the official canvass for all offices and ballot measures, except offices and ballot measures in a city or town election and nonpartisan election returns, shall be mailed immediately to the secretary of state who shall maintain and preserve them as a

permanent public record.

C. The board of supervisors shall deliver a copy of the official canvass for all offices and ballot measures in the primary and general elections to the secretary of state in a uniform electronic computer media format that shall be agreed upon between the secretary of state and all county election officials. The uniform format shall be designed to facilitate the computer analysis of election results for offices and ballot measures that are statewide or are common to more than

one county.

D. The certified permanent copy of the official canvass for all offices and ballot measures in a city or town election shall be filed with the appropriate city or town clerk, or in a special district election with the clerk of the board of supervisors, who shall maintain and preserve them as a permanent public record.

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privacy statment

#### ARF-2831

## Regular Agenda Item 2. B.

## Regular BOS Meeting

Meeting Date: 11/18/2014 Submitted For: Steve Stratton

Submitted By: Shannon Boyer, Executive Administrative Asst., Public

Works Division

<u>Department:</u> Public Works Division

## Information

## Request/Subject

Grant of Easement to Salt River Project (SRP) for the Relocation of Electrical Transmission Lines

## **Background Information**

In May 2013, Cobre Valley Regional Medical Center (CVRMC) notified the County of its intention to expand their facility in the Globe-Miami area to improve service to residents of the area. As part of the relocation, it was necessary to relocate existing SRP lines currently located in the expansion area. CVRMC approached the County about the possibility of locating the lines on County property adjacent to the boundary between Gila County property and CVRMC property.

## Evaluation

Gila County representatives met on-site with representatives from SRP and CVRMC to identify an area that was acceptable to everyone involved. The area chosen for the lines are on both CVRMC and County property. The area falls in the floodplain of Russell Gulch and is an acceptable use of the floodplain. The location will not impact any future plans for the area.

## Conclusion

By granting an easement to SRP for the relocation of the lines, it will allow CVRMC to move forward with their expansion plans to improve services to residents of the area.

## Recommendation

The Public Works Division Director recommends that Gila County Board of Supervisors authorize the Chairman to sign a grant of easement to SRP.

## Suggested Motion

Information/Discussion/Action to authorize a High Voltage Easement between Gila County and Salt River Project (SRP) whereby the County will grant an easement to SRP for the installation of electrical lines. (Steve Sanders)

## **Attachments**

Salt River Project High Voltage Easement November 2014

SRP Relocation Exhibit Imagery 2014

SRP Relocation Exhibit No Imagery 2014

#### WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350 PO Box 52025 Phoenix, Arizona 85072-2025

> AFFIDAVIT EXEMPT PURSUANT TO A.R.S. §§ 11-1134(A)(2) and (A)(3)

#### HIGH VOLTAGE EASEMENT

Gila County Parcel #207-23-011B; 207-23-011D NW4 Sec. 27, T1N, R15E R/W #: Agt: WMJ

Job #LJ 54020

W NM C Frage TRS 9.2214

## GILA COUNTY, an ARIZONA BODY POLITIC

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER **DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, hereinafter called Grantee, and Grantee's employees, contractors, co-owners, participants, licensees, invitees, successors and assignees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain: a line or lines of poles, towers, or other supporting structures; conductors, cables, wires, communication and signal lines; guys, anchorage, crossarms, braces, transformers, vaults, manholes, and pad-mounted equipment: underground conduits, conductors, pipes, cables, wires; fiber optic, microwave, and antennae for communication or data transmission purposes; and other appliances, appurtenances, and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or in the future deem convenient or necessary from time to time, together with the unrestricted right of vehicular and pedestrian access to, from, over, across, and along the Easement Parcel, including without limitation at any intersection of the Easement Parcel and a public road or right of way (collectively, the Easement).

The lands in, upon, over, across, through and along which the Easement is granted are situated in the County of Gila, State of Arizona, and are more particularly depicted and described as:

### Easement Parcel:

## <u>SEE EXHIBIT "A"</u>, attached hereto and incorporated herein with this reference

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is given that the location of underground electrical conductors and other facilities must be verified as required by the Arizona Blue Stake Law, A.R.S. Sections 40-360.21-32, prior to any excavation. Notice is also given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, A.R.S. Sections 40-360.41-45.

The Easement is governed by the following terms and conditions:

- 1. <u>Use Approval Procedures</u>. Grantor may, with the prior written consent, which may be granted or denied through the exercise of Grantee's sole discretion, use (or permit third party use of) the Easement Parcel for specific purposes. Prior to the commencement of any construction or development activity on, or any other use of the Easement Parcel, Grantor shall provide Grantee with plans describing Grantor's proposed use. Such plans shall include without limitation all construction and other development plans showing all proposed improvements to be located within, and activities to be conducted on the Easement Parcel, or any proposed alterations thereto. Grantor shall further obtain Grantee's written consent, in accordance with the provisions of this paragraph 1, for any use of the Easement Parcel in existence as of the recordation date of this Easement. Any Grantee consent to the use of the Easement Parcel shall be documented in writing and is hereby subject to all such uses complying with Grantee's clearance, access, and construction standards, as well as National Electrical Safety Code (NESC), Arizona law, Federal law (including OSHA), and all other applicable rules, codes or regulations.
- 2. Development Standards. Unless agreed to in writing in each instance, the entirety of the Easement Parcel shall be drivable by Grantee's line maintenance vehicles. Any and all belowground facilities located within the Easement Parcel shall be designed to meet Grantee's then current minimum loading standards. As of the recordation date, such below-ground facilities must be designed to withstand a minimum loading of 320 pounds per square inch (PSI) applied to the ground surface under a crane outrigger pad measuring 27 inches in diameter. Notwithstanding anything herein to the contrary, under no circumstances may any use of the Easement Parcel (by Grantor or any third party) interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.
- 3. <u>Prohibited Activities</u>. Without limiting Grantee's approval rights under paragraph 1 above: (i) Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any building or other structure, plant any trees, drill any well, store materials of any kind, alter the

ground level, or allow the installation of utilities or private or public roadways within the Easement Parcel, or its associated airspace; and (ii) no plants may be installed within the Easement Parcel unless such plants are on Grantee's list of plants approved for use within easements. Notwithstanding the provisions of this paragraph 3, Grantor may obtain prior written approval from Grantee, in accordance with the requirements of paragraph 1, to grade within the limits of the Easement Parcel.

- 4. Fences. Grantee, at its expense, may construct, modify, and maintain access openings, at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Parcel and may construct, maintain, and use gates in all existing walls and fences. If Grantor constructs fences or walls across the Easement Parcel, Grantor shall, at its expense, provide Grantee with openings at locations and of such dimensions as solely determined by Grantee. Grantor, at its expense, may install gates across such openings and, if such gates are locked, shall install a multiple locking device, accessible by both Grantor and Grantee. Nothing set forth in this paragraph 4 restricts or otherwise modifies Grantee's approval rights under paragraph 1, and Grantor shall obtain prior written approval for any existing or proposed fences and walls within the Easement Parcel.
- 5. <u>Vegetation</u>. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for Grantee's use, operation or maintenance of, or access to the Facilities, or for safety or system reliability reasons.
- 6. <u>Perpetual Nature of Easement</u>. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
- 7. <u>Successors and Assigns</u>. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the Easement assigned.
- 8. <u>Rights and Remedies Cumulative</u>. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

## REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHI	EREOF, GILA COUNTY, an ARIZONA BODY POLITIC has cauded by its duly authorized representative(s), this day of	used its
GILA COUNTY,	an ARIZONA BODY POLITIC	
Ву		
Ву:		
State of Arizona  County of	) ) ss )	
The foregoin,	ng instrument was acknowledged before me this day of of GII of GII of GII on behalf of such entity.	LA
My Commission Ex		
(Notary Stamp/Sea	al)	

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

# Exhibit A Legal Description for SRP High Voltage Easement

Two parcels of land situated in the Northwest quarter of Section 27, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, said parcels being more particularly described as follows:

### Parcel One:

COMMENCING at the Northwest quarter of said Section 27; thence South 00 degrees 13 minutes 35 seconds West a distance of 900.55 feet;

thence South 89 degrees 46 minutes 30 seconds East a distance of 280.40 feet to the POINT OF BEGINNING of the herein described easement;

thence North 00 degrees 13 minutes 31 seconds East a distance of 275.75 feet;

thence South 89 degrees 42 minutes 45 seconds East a distance of 49.82 feet;

thence South 00 degrees 19 minutes 34 seconds West a distance of 275.69 feet;

thence North 89 degrees 46 minutes 30 seconds West a distance of 49.34 feet to the POINT OF BEGINNING;

#### Parcel Two:

COMMENCING at the Northwest quarter of said Section 27; thence South 00 degrees 13 minutes 35 seconds West a distance of 624.50 feet;

thence South 89 degrees 42 minutes 45 seconds East a distance of 280.39 feet to the POINT OF BEGINNING of the herein described easement;

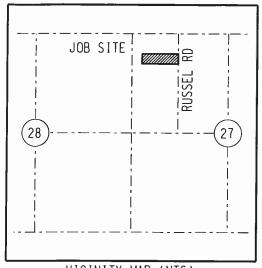
thence North 00 degrees 13 minutes 30 seconds East a distance of 238.60 feet;

thence South 49 degrees 23 minutes 08 seconds East a distance of 65.87 feet;

thence South 00 degrees 19 minutes 34 seconds West a distance of 195.97 feet;

thence North 89 degrees 42 minutes 45 seconds West a distance of 49.82 feet to the POINT OF BEGINNING;

## EXHIBIT "A"



VICINITY MAP (NTS) T1N, R15E G&SRM



L	E	G	E	N	D
_					

SECTION AND CENTERLINE

PROPERTY LINE

LIMITS OF SRP EASEMENT

SECTION CORNER AS NOTED

## ABBREVIATION TABLE

(C) CALCULATED **EPAD** EQUIPMENT PAD FND FOUND GLO GENERAL LAND OFFICE GCR GILA COUNTY RECORDER (M) **MEASURED** (R) RECORDED RLS REGISTERED LAND SURVEYOR W/ WITH NTS NOT TO SCALE LVI LAST VISUAL INSPECTION

BASIS OF BEARINGS:
APN 207-23-011D
GILA CDUNTY PUBLIC WORKS
2009-006455, GCR

HIGH VOLTAGE ELECTRIC POWER LINE RIGHT-OF-WAY GILA COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO TANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN.

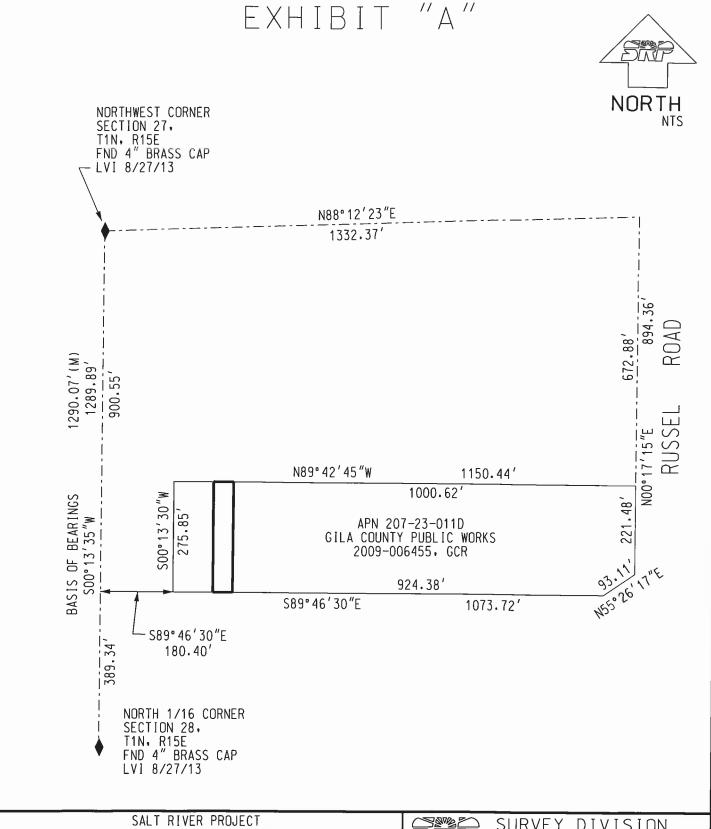
THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
	SCALE: NTS		
AMP/ LDWR: 6894	SHEET: 1 OF 3		
AGENT: B. JOHNSEN 7.22.14	SHEET SIZE: 8.5"x11"		
DRAWN: B.HICK	REVISION: 0		
CHECKED BY: GM	CREW CHIEF: GUERRERO		
DATE: 9/17/13	FIELD DATE: 8/27/13		

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SURVEY DIVISION LAND DEPARTMENT

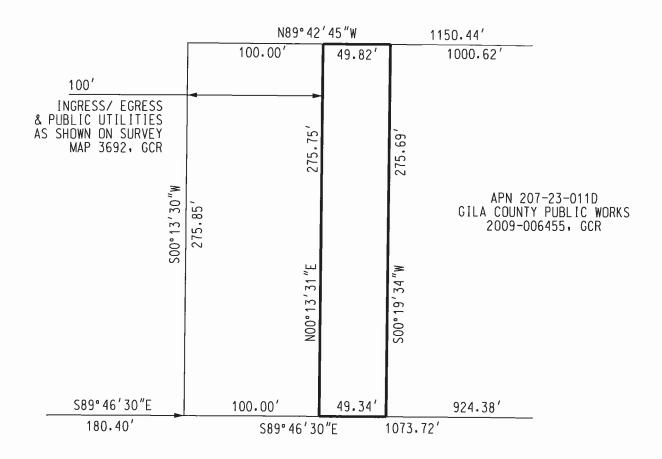


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
SRP JOB NUMBER: T1958514	SCALE: NTS		
	SHEET: 2 OF 3		
AGENT: B. JOHNSEN 78.32.14	SHEET SIZE: 8.5"x11"		
DRAWN: B.HICK	REVISION: 0		
CHECKED BY: GIM	CREW CHIEF: GUERRERO		
DATE: 9/17/13	FIELD DATE: 8/27/13		

SURVEY DIVISION LAND DEPARTMENT

## EXHIBIT "A"



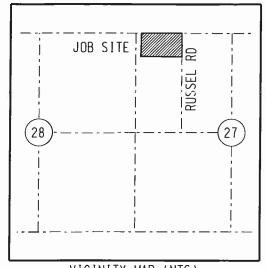


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
SRP JOB NUMBER: T1958514	SCALE: NTS		
AMP/ LDWR: 6894	SHEET: 3 OF 3		
AGENT: B. JOHNSEN	SHEET SIZE: 8.5"x11"		
DRAWN: B.HICK	REVISION: 0		
CHECKED BY: GM	CREW CHIEF: GUERRERO		
DATE: 9/17/13	FIELD DATE: 8/27/13		



SURVEY DIVISION LAND DEPARTMENT

## EXHIBIT "A"





LEGEND

--- SECTION AND CENTERLINE

----- PROPERTY LINE

LIMITS OF SRP EASEMENT

SECTION CORNER AS NOTED

VICINITY MAP (NTS) T1N, R15E G&SRM

## ABBREVIATION TABLE

(C)	CALCULATED
EPAD	EQUIPMENT PAD
FND	FOUND
GLO	GENERAL LAND OFFICE
GCR	GILA COUNTY RECORDER
(M)	MEASURED
(R)	RECORDED
RLS	REGISTERED LAND SURVEYOR
W/	WITH
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION

BASIS OF BEARINGS:
PARCEL "A"
(2008-008928, GCR)
"RECORD OF SURVEY/ MINOR
LAND DIVISION"
#3533, GCR

HIGH VOLTAGE ELECTRIC POWER LINE RIGHT-OF-WAY GILA COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

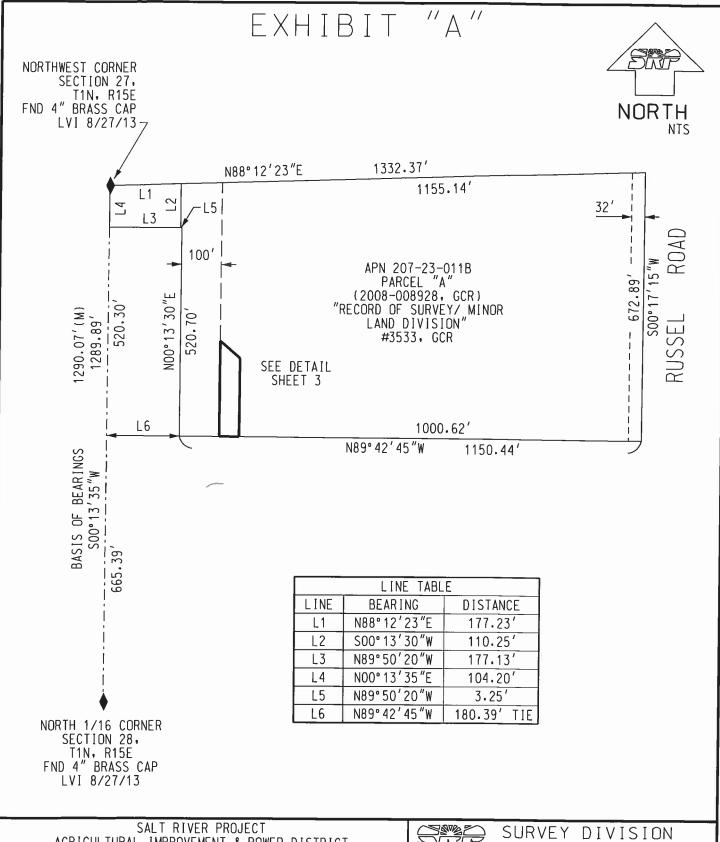
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN.

THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
SRP JOB NUMBER: T1958514	SCALE: NTS		
	SHEET: 1 OF 3		
AGENT: B. JOHNSEN 7.23.14	SHEET SIZE: 8.5"x11"		
DRAWN: B.HICK	REVISION: 0		
CHECKED BY: GM	CREW CHIEF: GUERRERO		
DATE: 9/17/13	FIELD DATE: 8/27/13		



SURVEY DIVISION LAND DEPARTMENT

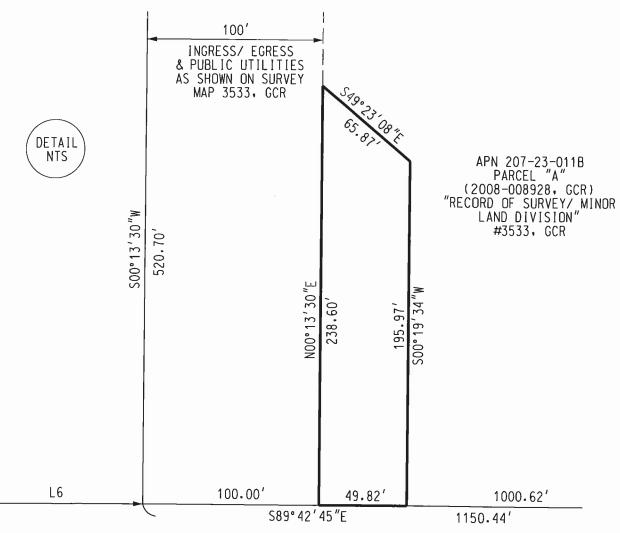


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
SRP JOB NUMBER: T1958514	SCALE: NTS		
AMP/ LDWR: 6894	SHEET: 2 OF 3		
AGENT: B. JOHNSEN 783	SHEET SIZE: 8.5"x11"		
DRAWN: B.HICK	REVISION: 0		
CHECKED BY: GM	CREW CHIEF: GUERRERO		
DATE: 9/17/13	FIELD DATE: 8/27/13		

LAND DEPARTMENT

## EXHIBIT "A"

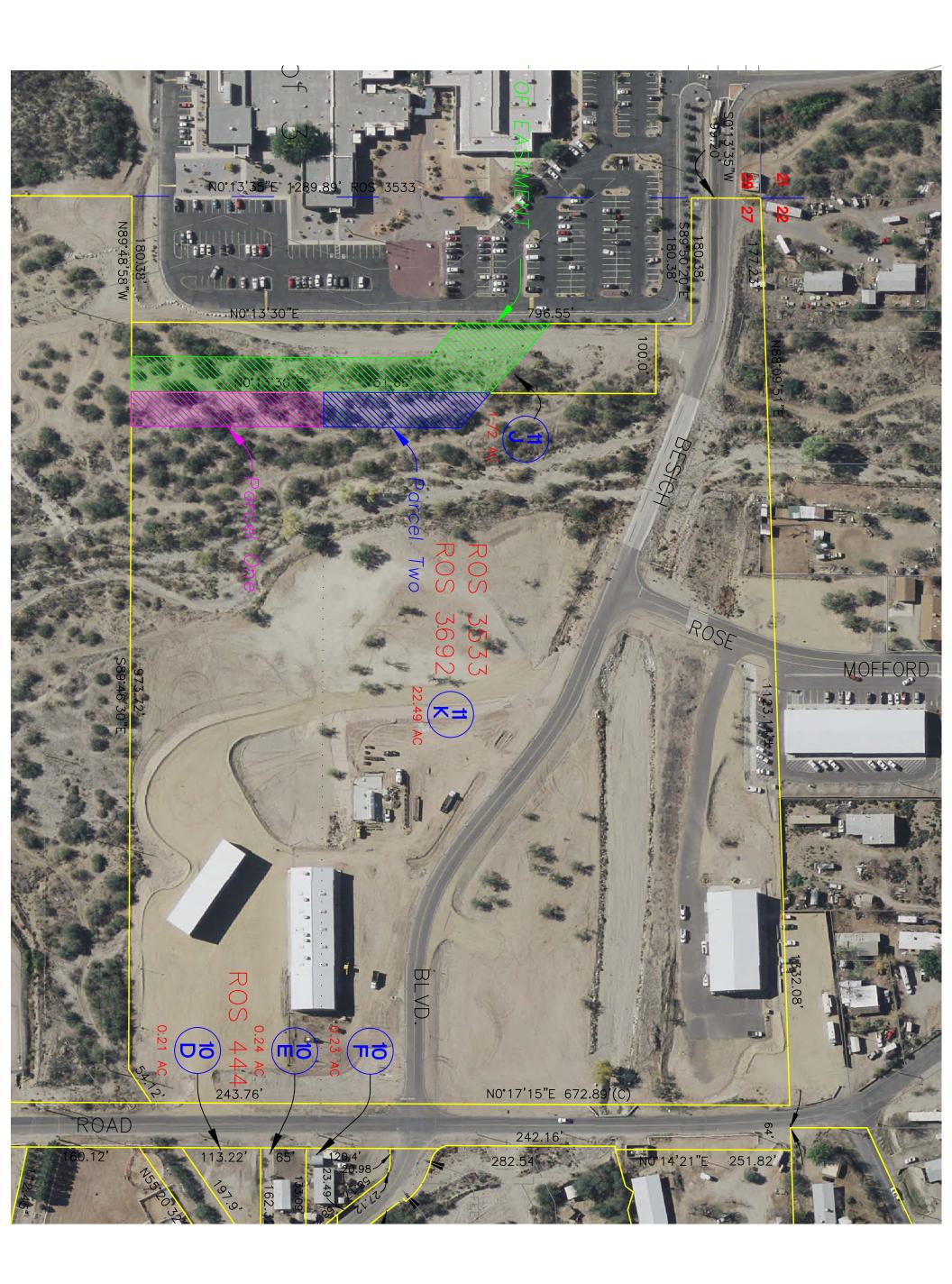


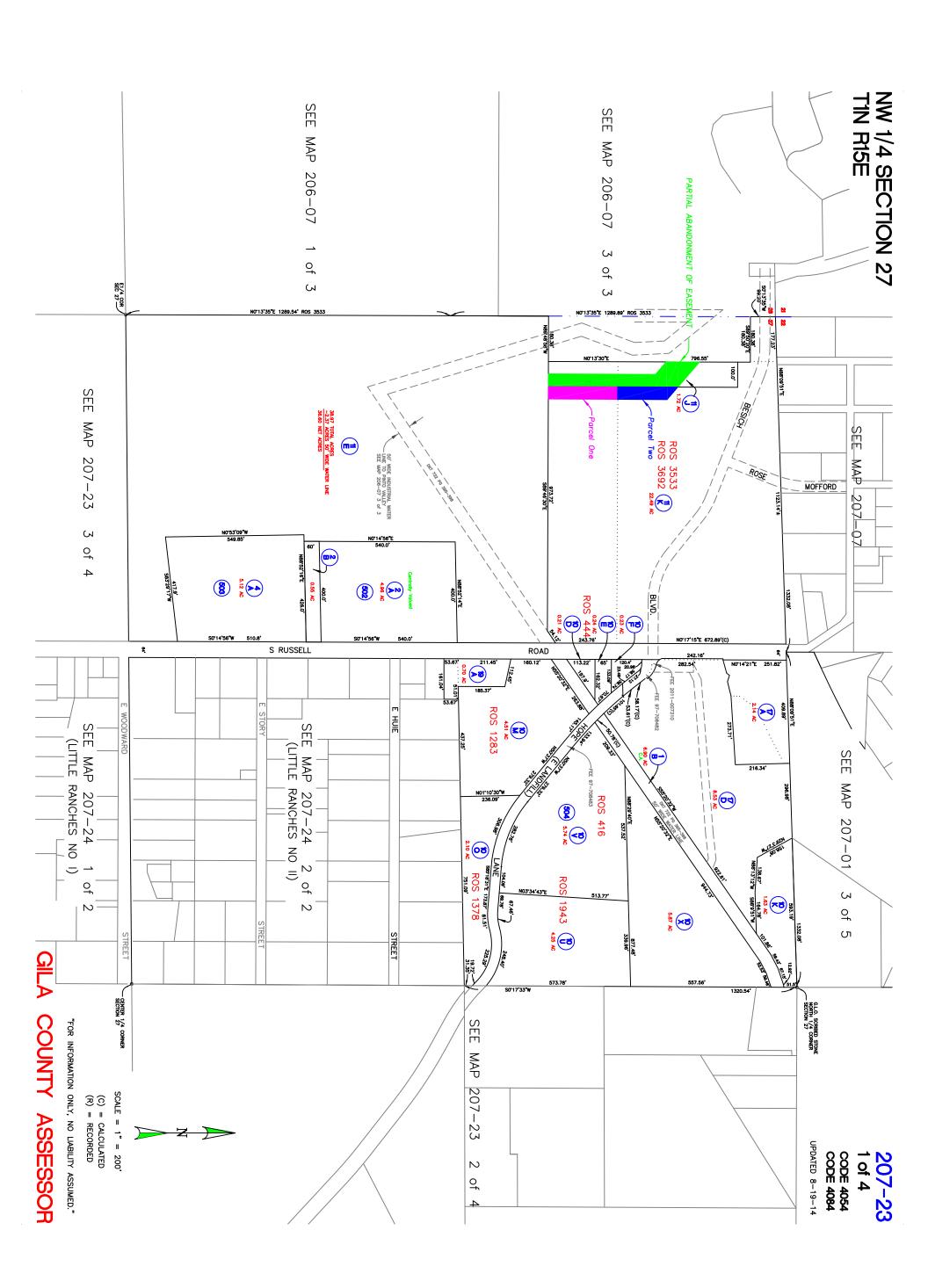


LINE TABLE		
LINE	BEARING	DISTANCE
L6	N89°42′45″W	180.39' TIE

	SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
l	SRP JOB NUMBER: T1958514	SCALE: NTS		
I	AMP/ LDWR: 6894	SHEET: 3 OF 3		
ľ	AGENT: B. JOHNSEN 7.3.14	SHEET SIZE: 8.5"x11"		
	DRAWN: B.HICK	REVISION: 0		
	CHECKED BY: GM	CREW CHIEF: GUERRERO		
	DATE: 9/17/13	FIELD DATE: 8/27/13		







#### **ARF-2846**

## Regular Agenda Item 2. C.

## **Regular BOS Meeting**

Meeting Date: 11/18/2014 Submitted For: Steve Sanders

Submitted By: Stacey Bryant, Administrative Assistant, Public Works Division

<u>Department:</u> Public Works Division <u>Division:</u> Engineering

### <u>Information</u>

## Request/Subject

Citizens' Petition to Begin Process to Designate Conquest Lane as a Country Dirt Road

## **Background Information**

On October 10, 2014, the Public Works Division received a Citizens' Petition to establish Conquest Lane as a Country Dirt Road.

#### Evaluation

The petition and Conquest Lane meet the requirements of Public Works Policy # ENG03-04 "Guidelines to Country Dirt Roads" approved by the Board of Supervisors on October 3, 2003, and revised on December 14, 2004, and again on May 24, 2007.

#### Conclusion

The Board of Supervisors needs to accept the Citizens' Petition which will allow the process to begin to establish Conquest Lane as a Country Dirt Road.

#### Recommendation

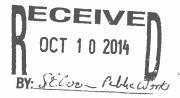
The Public Works Division Deputy Director recommends that the Board of Supervisors accept the Citizens' Petition in order to begin the process to establish Conquest Lane as a Country Dirt Road.

#### Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to establish Conquest Lane as a Country Dirt Road. (Steve Sanders)

#### **Attachments**

#### Petition



Policy # ENG03-04

## PETITION TO ESTABLISH A COUNTRY DIRT ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Country Dirt Road in the county. The beginning of the proposed road is Nobel

The end of the proposed road is Conquest to Perez Law.

The Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
9-24-1	4 Robins Certi	530 E. Conquest Pore	2/2 monts
9-24-1	14 John E. ALV. VO	530 & Concest on Mile lig	All year
9-24-1	4 Pameta M. ALVINO	500 E. Conquest LN.	Permanent Permanent Permanent
9/24-14	Milliam GCA Morine Sparks	540 E. Conquest In 540 E. Conquest In 535 E. Conquest In	permanent permanent
10 04 14	Bevery Tomistin	355 Alpine	permanent permanent permanent
1013114	Daya Palmer Behnder Allinson	1160 Flyndsay Dr Globe AT 13301	Benefy Jamesta 3 rancut
10/3/14	Suzette Allinson	135 S. 2nd St. Globe AZ 8501	parmanent parmarent
	ERICA BRANTLEY		

928 275 0273

#### ARF-2843 Regular Agenda Item 2. D.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014
Submitted For: Michael O'Driscoll

Submitted By: Josh Beck, PHEP Manager, Health & Emergency Services Division

<u>Department:</u> Health & Emergency Services Division <u>Division:</u> Health Services

#### Information

#### Request/Subject

Adoption of the 2014 Arizona Mutual Aid Compact

#### Background Information

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency.

#### Evaluation

Gila County, without the Arizona Mutual Aid Compact in place, would be at much greater fiscal risk, and most likely have a delay in receiving disaster services without the adoption of the Compact.

#### Conclusion

The Arizona Mutual Aid Compact has been reviewed and recommended by all Arizona County and Hospital Emergency Managers and it would be in the best interest of the County for the Board of Supervisors to adopt the Compact in order to expedite mutual aid assistance in the event of an emergency situation.

#### Recommendation

Based on the information provided, the Health & Emergency Services Division Director recommends that the Board of Supervisors adopt the Arizona Mutual Aid Compact.

#### Suggested Motion

Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management.

(Michael O'Driscoll)

#### Attachments

<u> Arizona Mutual Aid Compact</u>

Legal Explanation

## ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

#### **Recitals**

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and.

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

### **COMPACT**

## 1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

## 2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

### 3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- Compact means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency** or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- Exercise is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- Local Mutual Aid are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- Political Subdivision means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- Providing Party means the Jurisdiction providing aid in the event of an emergency.
- Requesting Party means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

## 4. Guiding Policy.

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

## 5. Procedures for Requesting Assistance.

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

## 6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

#### 7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

#### 8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

#### 9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

#### 10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

## 11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

## 12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

#### 13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

#### 14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

#### 15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

#### 16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### 17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

### 18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

#### 19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

## 20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### 21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

## 22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

#### 23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

#### 24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

#### 25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for onsite use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

## 26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

### 27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

## 28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

#### 29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

#### 30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

#### 31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

## 32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

#### 33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

# ARIZONA MUTUAL AID COMPACT SIGNATURE PAGE

Gila	a County
•	nereto each sign this Arizona Mutual Aid Compact e or she has been duly authorized to commit the t by formal approval of the jurisdiction's
Michael A. Pastor, Chairman, BOS	 Date
ATTEST:	·
Marian Sheppard, Clerk of the Board	Date
Date of formal approval by governing body:	
Pursuant to A.R.S. § 11-952(D) or applicable determined that the foregoing Compact is in authority of the entity as granted under the law government.	• •
Bryan Chambers,	
Deputy County Attorney/Civil Bureau Chief	

## **Appendix A**

## ARIZONA MUTUAL AID COMPACT (AZMAC)

### **EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Age	ncy Trac	king Number		
_			_		
Requesting Organization	Organization Po	oint of Co	ontact		
	Work Cell				
	E-Mail				
	2 Ivinii				
Requested Resource Type/Kind	Quantity				
	Unit of Measure				
Resource must come with:	Date/Time Requ	ııred			
Fuel □	Meals		Operator(s)	Water	
☐ Maintenance ☐	Lodging		Power	Transporter	
Mission					
Special Instructions					
Request Forwarded to					
Contact Name Organization/Agency					
Vendor					
Date/Time of Submission					
Request Approved by			Date		

## **Appendix A**

### ARIZONA MUTUAL AID COMPACT (AZMAC)

### **EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Requ	est	Ass	isting Agency Tra	acking Number	r		
Assisting Org	ganization		anization Point of	f Contact			
		Wor					
		Cell					
		E-M	lail				
Requested Re	source Type/I	Kind Oua	ntity				
1	J.F		t of Measure				
		Date	e/Time Required				
Offer							
Travel Costs							
Equipment C							
Commodities							
Personnel							
F. Name	L. Name	Phone	E-Mail	Regular Salary/	Regular Fringe	Overtime Salary/	Overtime Fringe Benefit
				Hourly	Benefit	Hourly	Hourly Rate
				Rate	Hourly Rate	Rate	
					Kate		
Estimated R	esource Cost						
Estillated K	esource Cost						
Providing Par	ty Agency Re	presentative	e Signature and D	ate			
Representative Name and Title (Print)			Signature & D	ate			
Requesting P	arty Agency R	epresentati	ve Signature and	Date			
1	<i>y 6.</i> . <i>y</i>	1	<i>G</i>	-			

# Appendix B

# ARIZONA MUTUAL AID COMPACT (AZMAC) POINTS OF CONTACT

	Authorized Representatives to Contact for Mutual Aid Assistance
City, State, Zip Code:	
Mailing Address:	
Name of Jurisdiction:	
Date:	

	Primary Contact	1 <sup>st</sup> Alternate	2 <sup>nd</sup> Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

### Appendix C

# ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

### **Insurance Requirements for Governmental Parties:**

None.

# Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- **A.** Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
  - Commercial General Liability Occurrence Form
     Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Damage to Rented Premises	\$ 50,000
•	Fach Occurrence	\$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

**b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

### **2.** Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - **a.** The policy shall be endorsed **(**Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

**b.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

**c.** Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

<ul> <li>Workers' Compensation</li> </ul>	Statutory
<ul> <li>Employers' Liability</li> </ul>	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- **a.** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- **b.** This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- **B.** Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:
  - 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

- 2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- **E.** Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F.** Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- **G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- **H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2832 Regular Agenda Item 2. E.

### Regular BOS Meeting

Meeting Date: 11/18/2014
Submitted For: Malissa Buzan

<u>Submitted By:</u> Christine Lopez, Administrative Clerk Specialist, Community Services Division

<u>Department:</u> Community Services Division <u>Division:</u> Comm. Action Program/Housing Servs.

<u>Fiscal Year:</u> 2014 through 2015 <u>Budgeted?:</u> Yes

<u>Contract Dates</u> 11/18/14 through <u>Grant?:</u> Yes

Begin & End: 11/15/2015

Matching No Fund?: New

Requirement?:

### **Information**

### Request/Subject

Funding Agreement No. 108-15 for Community Development Block Grant (CDBG) Regional Account Funds with Designation of Deposit of Grant Funds and Authorized Signature Card Documents.

### **Background Information**

Arizona Department of Housing (ADOH) receives approximately \$13 million in CDBG entitlement funds annually from the U.S. Department of Housing and Urban Development (HUD) to fund eligible programs and projects in communities located in the 13 rural counties in the state.

Funding is accessed through a process that is described in the Five-Year Consolidated Plan and annual updates to the Plan, a document required by HUD to describe such processes. The rural Councils of Government (COGs) partner with ADOH to assist communities with project administration and technical assistance.

CDBG funds may be utilized to address a wide variety of community needs, some of which include various affordable housing projects, including home reconstruction, rehabilitation and repair programs. The Gila County Board of Supervisors authorized the submittal of the CDBG Application for funding on June 3, 2014.

Funding Agreement No. 108-15 will provide \$113,139 in CDBG funds for the period of November 18, 2014, through November 15, 2015. A Designation of Deposit of Grant Funds and Authorized Signature Card for Requests for Payment on CDBG Account and Authorized Signature Card For All Administrative Actions Pertaining to CDBG Funding Agreements are required to be completed and submitted with this funding agreement.

### **Evaluation**

Funding Agreement No. 108-15 between Gila County and the Arizona Department of Housing for \$113,139 of CDBG funds will allow owner-occupied housing rehabilitation for two eligible homeowners in Gila County. This funding agreement will be for the period of November 18, 2014, through November 15, 2015. The Designation of Deposit of Grant Funds (F-1), Authorized Signature Card For Request for Payment on CDBG Account (F-2), and Authorized Signature Card for All Administrative Actions Pertaining to CDBG Funding Agreements forms will allow for payments to be mailed to Gila County, and allow employees to perform payment requests and/or other actions in relation to this Funding Agreement.

#### Conclusion

Funding Agreement No. 108-15 will provide \$113,139 in CDBG owner-occupied housing rehabilitation funding to Gila County, which will be used to rehabilitate two homes. The Designation of Deposit of Grant Funds (F-1), Authorized Signature Card For Request for Payment on CDBG Account (F-2), and Authorized Signature Card for All Administrative Actions Pertaining to CDBG Funding Agreements forms will allow for payments to be mailed to Gila County, and allow employees to perform payment requests and/or other actions in relation to this Funding Agreement.

#### Recommendation

The Community Services Director recommends that the Board of Supervisors approve Funding Agreement No. 108-15 and the supporting documents (F-1, F-2, and the Authorized Signature Card For All Administrative Actions Pertaining to CDBG Funding Agreements).

### Suggested Motion

Information/Discussion/Action to approve Funding Agreement No. 108-15 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant Funds in the amount of \$113,139, for the period of November 18, 2014, to November 15, 2015, in order to rehabilitate two homes. (Malissa Buzan)

Attachments

Funding Agreement 108-15 F-1, F-2 Forms CDBG 2014 Application Legal Explanation JANICE K. BREWER
Governor



MICHAEL TRAILOR Director

# STATE OF ARIZONA DEPARTMENT OF HOUSING

1110 WEST WASHINGTON, SUITE 310 PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV FAX: (602) 771-1002

October 10, 2014

Malissa Buzan, Director Gila County Community Services 5515 S. Apache Ave., Suite #200 Globe, AZ 85501-4430

RE:

FY14 Community Development Block Grant (CDBG)

Owner Occupied Housing Rehabilitation Response Due By: November 10, 2014

Dear Ms. Buzan:

The Arizona Department of Housing ("ADOH") has reserved CDBG (Regional) funds in the amount of \$113,139 for the rehabilitation of housing units located in Gila County, AZ. You may formally accept the terms and conditions by completing the signature block at the bottom of the letter and returning this letter to ADOH by the response due date noted above.

### **CDBG Funding Terms**

1. Activity #1 - Administration In the amount of: \$22,628.00

To carry out all required actions to administer activities funded from the FY 2014 CAG Regional Account for Gila County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

2. Activity #2 – Owner Occcupied Housing Rehabilitation In the amount of: \$90,511.00

To use CDBG funds for the rehabilitation of owner occupied housing units located within Gila County limits, with the exclusion of reservation land and units located in floodplains.

- This program will assist 2 low-to-moderate income households.
- Financial assistance will consist of forgivable non-interest bearing deferred payment loans.
- •This activity will meet the Low Moderate Income Benefit National Objective (LMH) and will benefit approximately 4 people, of whom 100% are considered low and moderate income at or below 80% of the Area Median Income.

### Conditions of Reservation of CDBG (Regional) Funding

Work will be performed in accordance with the County's adopted plans, strategies, HRGs, and Energy Efficient guidelines.

The award must be underway within 90 days and completed according to the schedule of completion (Attachment B) of the funding agreement.

Performance measures to be met:

Objective: Decent Housing

Outcome: Accessibility for the purpose of providing decent affordable housing

Indicator(s): Number of units brought to standard condition.

Data Collection Methodology: Document the number of housing units brought to standard conditions.

### **Additional Requirements**

No additional items required for acceptance of award, terms and conditions.

Please sign and date your acceptance of the terms and conditions and return with any items listed under Additional Requirements no later than November 30, 2014.

To discuss the terms and conditions in this letter, please contact the CD&R Program Administrator, Kathy Blodgett at (602) 771-1021 or by e-mail at <a href="mailto:Kathy.Blodgett@azhousing.gov">Kathy.Blodgett@azhousing.gov</a>.

Sincerely,

Andrew Rael

Assistant Deputy Director of Programs

Cc: Katherine E. Blodgett, Administrator, CD&R Programs

Enclosure

## ACCEPTANCE OF RESERVATION OF CDBG (Regional) FUNDING

# Gila County Community Services - Owner Occupied Housing Rehabilitation

The undersigned authorized signatory for Gila County accepts the reservation of CDBC
(Regional) funding in the amount stated above and subject to the terms and conditions
described in this letter.

CHECKLIST OF ADDITIONAL REQUIREMENTS FOR ACCEPTANCE No additional requirements

JANICE K. BREWER
Governor



MICHAEL TRAILOR Director

# STATE OF ARIZONA DEPARTMENT OF HOUSING

1110 WEST WASHINGTON, SUITE 310 PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV FAX: (602) 771-1002

October 10, 2014

Recipient: Gila County Community Services Project Type: Owner Occupied Housing Rehabilitation REPLY DUE: November 10, 2014

Malissa Buzan, Director Gila County Community Services 5515 S. Apache Ave., Suite #200 Globe, AZ 85501-4430

Dear Ms. Buzan:

Enclosed for your Chief Elected Official's signature are 2 copies of the new funding agreement for your FY 2014 CDBG RA funds. The effective date of the agreement will be the date it is signed by the State of Arizona Department of Housing ("ADOH"). The expiration date appears at the top of page one. Please sign and return all of the originally signed copies of each agreement to ADOH by the date indicated. After the appropriate person at ADOH signs, a fully executed original copy will be forwarded to you.

The following items are also enclosed:

- #1. Designation of Depository Form, F-1
- #2. Authorized Signature Form, F-2
- #3. Authorized Signature Card for Communication Letter Changes + Amendments, CD-1
- #4. Electronic Deposit Application, GAO-618 (optional)

Please return an original set of F-1, F-2 and CD-1 forms to the State of Arizona Department of Housing along with your agreement documents. Please keep an original copy of each form for your files. If you have multiple CDBG Funding Agreements, you may include all applicable contract numbers at the top right of each form. An F-1 and an F-2 Form (items #1 and #2) must be on file prior to the processing of a Request for Payment, F-3.

The CDBG Grant Administration Handbook contains instructions on how each of the above forms should be completed and on its use. The directions for item #4 are attached to the form. Please also note that prior to the obligation of either CDBG or leverage funds, certain Environmental Review Record (ERR) requirements must be met. The CDBG Environmental Review Handbook describes the ERR requirements for each type of activity or activity component.

If you have questions or concerns about this letter or the enclosures, please contact your Community Development and Revitalization Specialist at me at (602) 771-1000. Good luck in the implementation of your grant activities.

Sincerely

Katherine E. Blodgett

Community Development and Revitalization Programs Administrator

# FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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# FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO.

108-15

**TERMINATION DATE** 

November 15, 2015

# FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND

**GILA COUNTY** 

**FOR** 

### OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")
Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")
A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")
Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")
Title IV Part 578 of the McKinney-Vento Homeless Assistance Act 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

and

GILA COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #024071339, located at

5515 South Apache Ave., Suite #200 Street Globe, AZ 85501-4430 City State Zip In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

### Section 1. FUNDS PROVIDED

ADOH agrees to provide \$113,139.00 in the following type of funds to Recipient in accordance with this Agreement.

CDBG, <u>CFDA # 14.228</u> Federal Fiscal Year 2014 \$113,139.00
HOME, CFDA # 14.239 Federal Fiscal Year \$
HTF State Fiscal Year \$
HOPWA, CFDA # 14.241 Federal Fiscal Year \$
COC, CFDA # 14.267 Federal Fiscal Year \$

### Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

### Section 3. ACCEPTANCE OF FUNDS

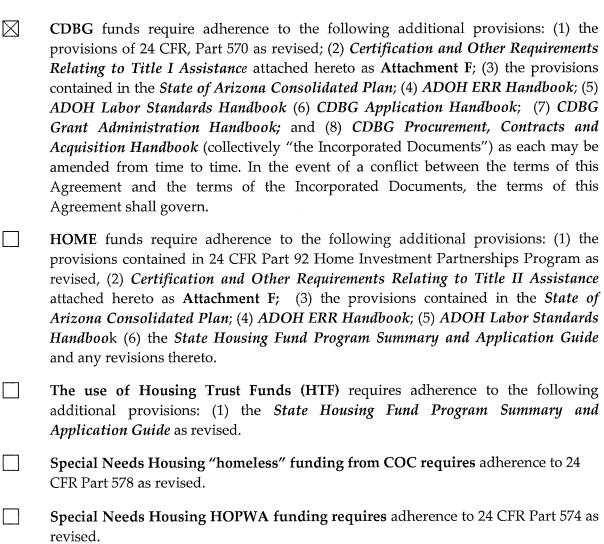
Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

### Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until 11/15/2015 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

# Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G**, *Authorizing Resolution(s)* and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.



#### Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the Scope of Work hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the Scope of Work require written amendment to this Agreement:

- The purpose of the project changes; (a)
- (b) The location of the project changes;
- A project activity is added, deleted or altered such that it becomes a different (c) activity;
- (d) The beneficiary of any activity changes;
- Recipient is requesting a change to the loan or grant terms. Recipient must (e) submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- Any other changes that involve program requirements. (g)

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

### Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

	7.1 Performance Report. Recipient agrees to submit the ADOH Performance	се	
Report respective of the funding source indicated below and attached as Attachment B.			
	RENTAL Projects funded with HOME or HTF. Recipient must submit	a	
	Bimonthly Performance Report attached hereto as Attachment B. The Bimonth	ly	
	Progress Report must be submitted to ADOH on the 20th of January, March, Ma	y,	
	July, September and November and address activities of the preceding two month	ıs,	
	i.e., the January report covers the months of November and December.		

- $\boxtimes$ All OTHER projects funded with HOME, HTF and CDBG. Recipient must submit a Quarterly Progress Report attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current. Special Needs Housing "homeless" funding from COC. ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit Annual Progress Report (APR) data from HMIS to ADOH, no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Special Needs Housing HOPWA funding. A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) HUD Consolidated Annual Performance Evaluation Report (CAPER) in accordance with the schedule set forth in Attachment B no later than 60 days following the end of Fiscal Year date which is June 30th annually.
- 7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within Sixty (60) days of one of the following occurrences:
  - (a) The funds have been expended;
  - (b) The Scope of Work has been completed;
  - (c) The contract period set forth in this Agreement has expired; or
  - (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

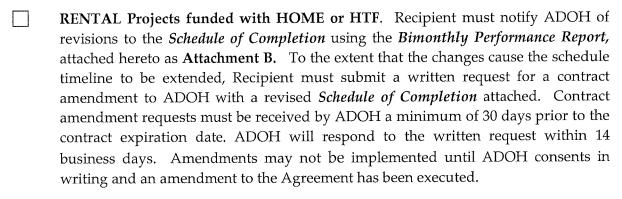
After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or

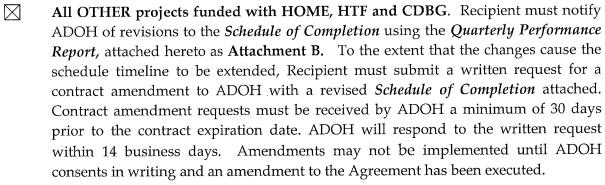
describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

#### Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in **Attachment B.** 

**Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.





Special Needs Housing "homeless" funding from COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

### Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that

any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☑ CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the Budget require a contract amendment:

- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
- (b) Additional funding sources are added to the Project;
- (c) Recipient is requesting a change to the grant terms.

HOME and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

### Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

### Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

### Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

### Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as **Attachment D**. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

# Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

**14.1 Definitions.** For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

### 14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within 30 days of receipt by Recipient.

### Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

- by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by

ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

### Section 16. REVERSION OF ASSETS

- 16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions,

Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

### Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

### Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

#### Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

### Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6**, hereof.

#### Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

### Section 22. ENFORCEMENT

- **22.1 Remedies for Noncompliance.** If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
  - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
  - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
  - (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
  - (e) Recapture funds and terminate contract;
  - (f) Withhold future ADOH grant awards from all sources; or
  - (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3** Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

#### Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

### Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

### Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

#### Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

#### Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona, or its employees.

#### Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

#### Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

#### Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly

amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

#### Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

# Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

#### Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

#### Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, COC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

#### Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

#### Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

#### Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

#### Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as (b) amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order

13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

# Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

#### Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed

satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or Co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

#### 43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

**Automobile Liability.** Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

#### 43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

#### 43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

#### Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

#### Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to: MALISSA BUZAN

Entity
GILA COUNTY COMMUNITY SERVICES
Attention (if applicable)
5515 SOUTH APACHE AVE., SUITE #200
Mailing Address
GLOBE, AZ 85501-4430
City State Zip

#### Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with <u>socialserve.com</u> and keep the project listed with <u>socialserve.com</u> for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

#### Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches

high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

#### Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING		Gila County RECIPIENT			
BY:	_ BY:				
Michael Trailor		Michael Pastor			
TITLE: Director	_ TITLE:	Chairman, Gila County Board			
DATE:	_ DATE:				
Approved as to form:					
Bryan Chambers, Deputy County Attorn	ey/				

Civil Bureau Chief

# Attachment A SCOPE OF WORK

#### Gila County 108-15- Owner Occupied Housing Rehabilitation

#### Activity #1 - Administration

\$22,628.00 CDBG

To carry out all required actions to administer activities funded from the **FY 2014 CAG Regional Account for Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

#### Activity #2 - Owner Occupied Housing Rehabilitation

\$90,511.00 CDBG

To use CDBG funds for the rehabilitation of owner occupied housing units located within Gila County limits, with the exclusion of reservation land and units located in floodplains.

- This program will assist 2 low-to-moderate income households.
- Financial assistance will consist of forgivable non-interest bearing deferred payment loans.
- This activity will meet the Low Moderate Income Benefit National Objective (LMH) and will benefit approximately 4 people, of whom 100% are considered low and moderate income at or below 80% of the Area Median Income.

#### **HUD Performance Measures**

Objective: Decent Housing

Outcome: Accessibility for the purpose of providing decent affordable housing

Indicator(s): Number of units brought to standard condition.

Data Collection Methodology: <u>Document the number of housing units brought to standard</u> conditions.



### HOME OR CDBG ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION			Page 1of 1
Recipient Gila County		Date	
Contract No 108-15 Contract Period: from December 2014 to November	er 15, 2015	Revision	
Activity Owner Occupied Housing Rehab		Jan April July (	Oct
Recipient Address 5515 S. Apache Ave. , Suite 200	; .	Project City	Globe
Contact Person Malissa Buzan	·		85501-0000
Phone 928-425-7631 Email <u>mbuz</u>	an@gilacountyaz.gov	Fax	928-425-9468
	ackson@azhousing.gov	Project County	Gila
Indicate adherence to contract or schedule changes. Due by the 15th of January, Ap	ril, July, October		•
Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Environmental Review Clearance	11/5/2014	yes	
Contract Execution	12/5/2014		
Unit #1			
Intitial inspection/work write-up	1/15/2015		
Contractor procurement complete	2/28/2015		
Begin construction	3/15/2015		
Construction complete	7/1/2015		
Unit #2	·		
Intitial inspection/work write-up	1/15/2015		
Contractor procurement complete	2/28/2015		
Begin construction	3/15/2015		
Construction complete	7/1/2015		
Project Complete-Contract Close Out	11/15/2015		
Please provide a brief description of activities performed this three month period. I			
changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer	questions at narrati	ve section A., B., C.	& D.
A. # of units 100% completed?			
B. # of units under construction?			
C. # of units out to bid			
D. # of HHLD income qualified?			
			-
Recipient Authorized Signature Date Title			
inecipient Authorized digitature Date Title			



#### CDBG

## Attachment C

Budget	····						
Recipient	Gila Cou	nty		·		Date	
Contract No 108-15 Contract Period: from December 2014 to November 15, 2015					Revision		
Activity Owner Occupied Housing Rehabilitation						***************************************	
Recipient Address	5515 S. A	pache Ave., Suite #2	00			Project City	Globe
Contact Person	Malissa B	uzan					85501-4430
Phone	928-425-7	631	Email	mbuzan@co.gil	a.az.us	Fax	928-425-9468
Program Specialist	LaJerald )	[ackson	Email	lajerald.jackson	@azhousing.gov	Project County	Gila
a		С	d	e	f	g	h
Budget Line Item or		CDBG	Source	Source	Source	Source	Source
Activity No.		2014	Program Year	Program Year	Program Year	Program Year	Program Year
Act. 1 Administration		22,628.00					
Act. 2 Project specific		\$90,511.00					
						1	
					***		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total		\$113,139.00					

REV. 8-2013



CDBG (F-3)
Attachment D

ARIZONA DEPART			<b>EQUEST FOR PA</b>	YMENT SUMM	ARY	SHEET PAC	GE 1 OF 2			
	Gila Cour						Date			
Contract No	108-15	Contract Period: fro	m December 2014 to N	November 15, 2015			Pay Req. No/Mo			
Activity	Owner O	ccupied Housing Rel	nabilitation				Direct Wire Dep		Yes	No
Recipient Address	ss 5515 S. Apache Ave., Suite #200						Project City	Glob	ie	
Contact Person Malissa Buzan						Zip Code	8550	1-4430		
Phone	928-425-7	631	Email	mbuzan@co.gila.az	<u>us</u>		Fax	928-4	125-946	8
Program Specialist				lajerald.jackson@az			Project County	Gila		
Itemized Payment Stater documentation. ORIGIN				ude copies of invoic	ces, ca	ished checks, ar	nd other backup			
a	b	С	d	e		f	g		h	
Budget Line Item or	IDIS	CDBG	CDBG	Total Amount		Balance in	Amount of this		New	r
Activity No.	Act No.	2014	2014	Req. to Date		Account	Request		Balan	
Act. 1 Administration		\$22,628.00			\$	22,628.00		\$		2,628.00
Act. 2 Project Specific			\$90,511.00		\$	90,511.00		\$	90	,511.00
					\$	-		\$		-
					\$	_		\$		-
					\$	-		\$		-
					\$	-		\$		-
					\$	-		\$		-
					\$	-		\$		-
					\$			\$		-
					\$	-		\$		-
					\$	-		\$		_
					\$	-		\$		-
Total		\$ 22,628.00	\$ 90,511.00	\$ -	\$	113,139.00	\$ -	\$	113	3,139.00
			~							
Recipient Authorized Sig			Date	Title	-		· · · · · · · · · · · · · · · · · · ·			
Recipient Authorized Sigout in accordance with the	ne contract	t. Attach wiring info	ormation if not previo						arried	:
Performance Reports		Current 🗌	Not Current ☐							
				For ADOH Use						
				Only						
ADOH Program Specialis	st Approva	al	Date		ADC	)H Program Adm	inistrator Approval	Date	:	



Recipient Gi	la County				NT STATEM	Date	
Recipient Gi Contract No 108	8-15	Contract Period: from Decemb	er 2014 to N	Vovember	15, 2015 F	ay Req. No/Mo	
Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source

#### ATTACHMENT F

#### CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

- 1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
- 2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
- 4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- 5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
- 6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
- 7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
- 8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
- 9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
- 10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
- 11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
- d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
- f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- g. Federal Fair Housing Act of 1988, P.L. 100-430.
- h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
- 12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
- 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
- 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
- 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
- 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
- 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

- 21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
- 22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
- 23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- 24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- 25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
- 26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.



#### RESOLUTION NO. 14-06-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2014 COMMUNITY DEVELOPMENT BLOCK **ACCOUNT** FUNDS. REGIONAL (RA) (CDBG) AND GRANT **CERTIFYING** SAID APPLICATION MEETS THE THAT **IDENTIFIED** HOUSING AND **PREVIOUSLY COMMUNITY'S** COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2014 Community Development Block Grant and Regional Account program funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

**BE IT FURTHER RESOLVED** that the Gila County Board of Supervisors will comply with all Community Development Block Grant program guidelines; state and federal statutes and regulations applicable to the Community Development Block Grant program; and the certifications contained in this application.

PASSED AND ADOPTED this 3<sup>rd</sup> day of June 2014, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers

Deputy Attorney Principal



# Community Development Block Grant (CDBG) Program DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): 108–15	_
(Complete the name and address of Recipient Unit of Loc	cal Government [UGLG])
	<del></del>
Address:	
City:	
State: Arizona	
Zip:	
has been designated as the recipient for all funds to Agreement Number(s) shown above.	be received from ADOH resulting from CDBG Funding
Funds shall be deposited by the recipient UGLG to:	
Name of Financial Institution:	Account Name/#:
A. Check this box if payment to be mailed to	o grantee
B.	tronically (direct deposit).
Note: If Box B is checked, GA0-618 Automated Clearinghouse	(ACH) Vendor Authorization must be sent to ADOH.
Account number by which CDBG funds will be reco	orded in grantee financial records:11804047
Leverage account number, if applicable:	
I certify that CDBG funds shall be deposited as sp bearing account (unless all requests for payment s deposited in an FDIC-insured financial institution	
Michael A. Pastor	1
Typed Name of Chief Elected Official	Signature of Chief Elected Official
Chairman, Gila County	
Board of Supervisors	-
Title	Date



# Community Development Block Grant (CDBG) Program AUTHORIZED SIGNATURE CARD FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Gila County Community Services	Funding Agreement Number(s): 108–15
SIGNATURES OF INDIVIDUALS AUTHORIZED TO R AGREEMENTS(s).:	EQUEST FUNDS ON THE CITED CDBG FUNDING
Mediolas Mortagu	10-10-14
Signature	Date
Nicholas Montague	Community Services Fiscal Manager
Typed Name	Title
Signature	1-8/1-3/14 Date
Malissa Buzan	Community Services Director
Typed Name	Title
Dara Thre	10/10/14
Signature	Date
Dana True	Community Services Accounting Clerk, Sr
Typed Name	Title
•	
Signature	Date
Typed Name	Title
I certify that the signatures above are of the individual that I, as the Chief Elected Official (Mayor/County Bosindividuals to take such action.  Signature of Chief Elected Official	Is authorized to request payments for the cited contract and ard Chairperson), have the authority to designate these  Date
Michael A Doctor	Chairman, Gila County Board of
Michael A. Pastor Typed Name	Supervisors Title
I VUCU INGILIE	4 4 4 4 4



# Community Development Block Grant (CDBG) Program AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: Gila County Community Services	FUNDING AGREEMENT NUMBER(S): 108–15			
ONLY ONE SIGNATURE REQUIRED (addition	nal recommended to ensure signatory availability)			
SIGNATURE(S) OF AUT	HORIZED INDIVIDUAL(S)			
Typed Name Nicholas Montague	Title Community Services Fiscal Manager			
Signature Mula Mortagu	Date 10-10-14			
Typed Name Malissa Buzan	Title Community Services Director			
Signature Moderation	Date 10113 117			
Typed Name	Title			
Signature	Date			
Typed Name	Title			
Signature	Date			
I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.				
	Chairman, Gila County			
Chief Elected Official Michael A. Pastor (Typed Name)	Title Board of Supervisors			
Signature	Date			

	Arizona Department		r.c	L LACE		
MODH	of Unicing			RM 1	CK CRANT	
	FY 14/15 (	COMMUNITY I	UEV TON	ELOPMENT BLO COVER SHEET	CIC CHENTAN	
NZI				B. State Special Project	et (SSP)	
$\boxtimes$	A. Regional Account (RA) CO	G: CAAG				roval on page:
	C. Colonias  D. NRS: Date approved: / / Approval on page:					
1 4 70	licant and DUNS Number:			2. Legislative/ Congre	ssional Districts:	
Gila	County 02407139			1/5		
3. Ad	iress (with 9-digit zip code): 551 lobe, Arizona 85501-4430	5 S. Apache Avenue,	Suite			
Na	me of County Applicant Located	In: Gila		5. Contact Person/Titl	e (COG/Other):	
4. Co	ntact Person/Title (Grantee)		*	Malissa Buzan/Di		
	sa Buzan/Director			Phone/Fax/Email: 928	3-425-7631/928-425-	
Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us						
4-	Complete the following information of the fol	ete an additional Fort n Income, or (3) Other	:.	Endi additional delivery	•	tion. Item d: Fund
	a. Activity Name	b. CDBG Funds		c. Non-CDBG Funds	d. Fund Type	
1.	a. Activity Name Administration	20,365.02		c. Non-CDBG Funds	CDBG	20,365.02
2.	Administration OOHR	20,365.02 92,773.98				20,365.02 92,773.98
2.	Administration OOHR COBG Funds Requested for	20,365.02 92,773.98 this Project (Activ	ities #	#1 and #2):	CDBG CDBG	20,365.02 92,773.98 \$ 113,139.00
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report,	20,365.02 92,773.98 this Project (Activ	ities #	#1 and #2):	CDBG  CDBG	20,365.02 92,773.98 \$ 113,139.00 neral information
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate) and administrate	ities #	#1 and #2):	CDBG  CDBG  actudes the required gerl be a separate contract	20,365.02 92,773.98 \$ 113,139.00 neral information
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report,	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate) and administrate	ities #	· #1 and #2): / 図 which application in nds. Note that there wil	CDBG  CDBG  actudes the required gerl be a separate contract	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate) and administrate	ities #	· #1 and #2): / 図 which application in nds. Note that there wil	CDBG  CDBG  actudes the required gerl be a separate contract	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Name	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate) and administrate	ities #	· #1 and #2): / 図 which application in nds. Note that there wil	CDBG  CDBG  actudes the required gerl be a separate contract	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity
2. Tota	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Name	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate) and administrate	ities #	· #1 and #2): / 図 which application in nds. Note that there wil	CDBG  CDBG  actudes the required gerl be a separate contract	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity
2. Tota 8.	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Nam a. b. c. d.	20,365.02 92,773.98 this Project (Active this fiscal year. Indicated) and administrate	ities #	#1 and #2):  Which application in the condition of the co	CDBG  CDBG  Actudes the required ger  I be a separate contract  CDBG USE ON	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity
2. Tota 8.	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Nam a. b. c. d.	20,365.02 92,773.98 this Project (Active this fiscal year. Indicate.) and administrate	ities frate by	#1 and #2):  #2 which application in the condition of the	CDBG  CDBG  Actudes the required ger  1 be a separate contract  CDBG USE ON  Administration): \$	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity  TLY - Contract No.
2. Tota 8. 1	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Nam a. b. c. d. Total CDBG Funds Requested Certification: To the best of my key	20,365.02 92,773.98 this Project (Active this fiscal year. Indicated) and administrate	ities frate by	#1 and #2):  #2 which application in the condition of the	CDBG  CDBG  Actudes the required ger  I be a separate contract  CDBG USE ON  CDBG USE ON  CDBG USE ON  COMMITTEE CONTRACT  COM	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity  TLY - Contract No.
2. Tota 8.  9. 1	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Nam a. b. c. d. Total CDBG Funds Requested Certification: To the best of my known to the property of	20,365.02 92,773.98 this Project (Active this fiscal year. Indicated) and administrate the decimal (all activities applied nowledge and belief, by of the applicant and	ities frate by	#1 and #2):  #2 which application in the condition of the	CDBG  CDBG  Actudes the required ger  I be a separate contract  CDBG USE ON  CDBG USE ON  CDBG USE ON  COMMITTEE CONTRACT  COM	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity  TLY - Contract No.
2. Tota 8.  9. 1	Administration OOHR I CDBG Funds Requested for List all other activities applied for Certifications, Disclosure Report, except Administration.  Activity Nam a. b. c. d. Total CDBG Funds Requested Certification: To the best of my key	20,365.02 92,773.98 this Project (Active this fiscal year. Indicated) and administrate the decimal (all activities applied nowledge and belief, by of the applicant and	ities frate by	is fiscal year, including and this application are true oplicant will comply with Date: 6-03-14	CDBG  CDBG  Actudes the required ger  I be a separate contract  CDBG USE ON  CDBG USE ON  CDBG USE ON  COMMITTEE CONTRACT  COM	20,365.02 92,773.98 \$ 113,139.00 heral information for each activity  TLY - Contract No.



## FORM 2 COMMUNITY DEVELOPMENT BLOCK GRANT GENERAL ADMINISTRATIN SUMMARY

. Applicant: Gila County		a. CDBG \$	b. Non-CDBG \$*	c. Total
ITEM  2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		500.00		500.00
		300.00		
3. Salaries, Wages, Fringe Benefits	% or Hours			4.021.00
3.1 Position #1 Title:Director	5%	4,021.00		4,021.00
"2 Title, Housing Admin.	5%	3,187.00		3,187.00
" A accumtant	6%	3,405.00		3,405.00
<ul><li>3.3 Position #3 Title: Accountant</li><li>3.4 Position #4 Title: Fiscal Manager</li></ul>	5%	4,552.22		4,552.22
<ol> <li>4. Professional Services (Contractual)</li> <li>4.1 For:</li> <li>4.2 For:</li> <li>4.3 For:</li> <li>5. Travel</li> <li>6. Office Supplies and Equipment</li> <li>7. Advertising/Publications</li> <li>8. Indirect Costs (% documented by cost allocation plan)</li> </ol>		200.00 947.80 150.00		200.00 947.80 150.00
9. Other Operating Expenses (specify) 9.1 Item 1: <b>Zent</b>		3202.0	0	3202.00
9.2 Item 2:				
9.3 Item 3:		200.0	00	200.0
9.4 Other (Fair Housing, Section 504, etc.	)	¢ 20 365 (	72	\$ 20,365.0
10. TOTALS  * Indicate in parentheses if the amount		I) Program Income	(PI), or Other (O). If	the amount is a

Indicate in parentheses if the amount is Leverage (L), Program Incom mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title): Nick Montague, Fiscal Manager

b. Provide the street address for the location of the financial records: 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501-4430



# FORM 3 COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY BUDGET

Applicant: Gila County	2. Activity Name	e: OOHR	
Аррисані. Сна Сошту	a. CDBG \$	b. Non-CDBG \$	c. TOTAL \$
Environmental Review Record  Check box if included in Administration	\$200.00		\$200.00
Design/Engineering/Inspection (or other Professional Services related to project)			
Previously Procure Procure In-House  Construction Contract Work (include materials and DB wage rates)	\$74,712.00		\$74,712.00
. Fixed Asset Equipment			
<ul> <li>7. Land Acquisition (includes easements) (must comply with the Uniform Relocation Act)</li> <li>3. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale)</li> </ul>	\$15,599.20		\$15,599.20
Procure In-House 2  9. Other (specify or attached as page ):			
10. For City/Town, County or Other Construction			
<ul> <li>10.1 Purchase of materials</li> <li>10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)</li> </ul>			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)	1		
10.4 Other (attached as page )			100-11
11. TOTALS	\$90,511.2	.0	\$90,511



## **FORM 12**

## COMMUNITY DEVELOPMENT BLOCK GRANT NATIONAL OBJECTIVE COMPLIANCE

1101	<i>y</i>	
<b>DEMOGRA</b>	PHIC/RACIAL	DATA

	DEMOGR	AIIICIMI	
11	Gila County	2. Project	Owner Occupied Housing Rehabilitation
1. Applicant Name	Gila County	Name	
Name			

This form should be used to capture demographic/racial data for CDBG-funded projects.

## Demographic/Ethnicity Data

- Source of Racial/Demographic Data: Waiting List a)
- See page(s): **8-10** b)

Demographic Category	Number/# 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				0
White	2	100%	0	0
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
Multi-Race Categories:				
American Indian/Alaskan Native &				
White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native &				
Black/African American		+		
Other Multi-Racial				
Non-Hispanic/Latino Ethnicity		100%	0	
TOTAL 6)	2	100 /0		

	1 1:
	1 <u> </u>
Total Hispanic/Latino Ethnicity 7)	
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Total Literanic/Latinu Duuncity //	
101al III5Danic, Eather	
1000	

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.



## FORM 16 - HR CDBG - MILESTONES FOR PROJECT PLANNING HOUSING REHABILITATION

2. Activity Owner Occupied Housing Rehab

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the

unded activity). Month one is the first mon	1	2	3	4	5	6	7	8 May '15	9 Jun '15	10 Jul '15	11 Aug '15	12 Sep '15
Milestones♥ Months♥	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	IVIAY 13	, u.s. ==			
General ERR										8-15-15	x	x
Marketing		<del> </del>		1-15-15	х	х	4-15-15	x	x		×	x
Quarterly Progress Reports				1-15-15	x	х	4-15-15	x	×	8-15-15		
Request for Payment (at least quarterly)			<del> </del>									-
House(s) #1 & 2	<u> </u>	×	×	1-5-15								
ERR (Appendix A)	X	- X	12-15-14	×					<u> </u>			
Initial Inspection & Work write-ups	×		x	×	2-15-15						<del> </del>	+
Procurement	×	<del>                                     </del>	<u> </u>	-	x	×	x	5-15-15				
Construction & Final Inspection				<del> </del>								
				-								
						<del>                                     </del>						
				<del> </del>		-						
						+						
House(s) #				-								
ERR (Appendix A)					_							
Initial Inspection & Work write-ups			_									
Procurement												
Construction & Final Inspection												
				_								

House(s) #												
RR (Appendix A)												
nitial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)									<del></del>			
Initial Inspection & Work write-ups				,				<del> </del>				
Procurement								<del> </del>	<del> </del>			
Construction & Final Inspection									<del> </del>			
Construction & That hopeware												
									+	<del> </del>		<del>                                     </del>
								20	21	22	23	24
Milestones♥ Months →	13 Oct '15	14 Nov '15	15 Dec '15	16 Jan '16	17 Feb '16	18 Mar '15	19	20	1			
Marketing									-			
Quarterly Progress Reports	1-15-15					-						
Request for Payment (at least quarterly)	1-15-15											
House(s) #				<u> </u>					<del>                                     </del>			
ERR (Appendix A)		ļ		<del> </del>								
Initial Inspection & Work write-ups			-		-	-	+	+				
Procurement						-			_			
Construction & Final Inspection												
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ERR (Appendix A)									,			
nitial Inspection & Work write-ups									,			
Procurement								<u> </u>				
Construction & Final Inspection												
							<u> </u>					
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House(s) #							-					
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
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Procurement												
Construction & Final Inspection												
Colbitaction a Taxos 2 of												
CLOSEOUT												
Milestones♥ Months ▶	25	26	27	28	29	30	31	32	33	34	35	36
Marketing												-
Quarterly Progress Reports												
Request for Payment (at least quarterly)												
House(s) #												

	Т								
ERR (Appendix A)					 				
Initial Inspection & Work write-ups			 						
Procurement					 				
Construction & Final Inspection					 				
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House(s) #					 		ļ		
ERR (Appendix A)			 			ļ			
Initial Inspection & Work write-ups			 			<u> </u>	<u> </u>		<u> </u>
Procurement									
Construction & Final Inspection									<u> </u>
Constitution									ļ
House(s) #	1								-
ERR (Appendix A)						<u> </u>		<u> </u>	
Initial Inspection & Work write-ups									
Procurement								ļ	
Construction & Final Inspection									<u> </u>
Construction & I mai hapeedon									
	-	<del>                                     </del>		1					
CLOSEOUT	8-30-15			+					



### **RESOLUTION NO. 14-06-02**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION GUIDELINES DATED APRIL 5, 2006, IN RELATION TO AN APPLICATION FOR FISCAL YEAR (FY) 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND STATE SPECIAL PROJECT PROGRAM FUNDS FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner-occupied housing rehabilitation program; and

WHEREAS, this program is funded with CDBG and State Special Project program funds provided by the State of Arizona; and

WHEREAS, the CDBG program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines (OOHRGs) dated April 5, 2006, which have been pre-approved by the CDBG program.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors hereby adopts such OOHRGs dated April 5, 2006, in order to implement its housing rehabilitation program that will be funded through its application for FY 2014 CDBG and State Special Project program funds; and

**BE IT FURTHER RESOLVED** that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG and State Special Project program's CD-1 form, with such revisions submitted to the CDBG program within a maximum of 10 working days of authorization.

# PASSED AND ADOPTED this 3<sup>rd</sup> day of June 2014, at Globe, Gila County, Arizona

Attest:	
Con Decord	,
I Quarte Marina	_

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan **A**hambers

Deputy Attorney Principal



# Applicant: Gila County CDBG Contract No.(if known):\_\_\_\_ RA for FFY 14/15 SSP for FFY \_\_\_\_\_

### CDBG DISCLOSURE REPORT FEDERAL FISCAL YEAR 10/1/2013- 9/30/2014

This form must be completed and submitted with each application for CDBG funds.

This form mast be com-r					
PART I - APPLICANT INFORMATION					
. Applicant, Complete Address with 9-digit zip code, Phone Number:					
Gila County Community Services Division					
5515 S. Apache Avenue, Suite 200					
Globe, Arizona 85501-4430 Telephone: 928-425-7631					
. Federal Employer Identification Number: 86-60000444					
3. Indicate whether this is: 🛛 Initial Report 🔲 Update Report #					
4. Amount of this CDBG Grant Applied for: \$113,139.00					
PART II - THRESHOLD DETERMINATION					
1. Is the amount listed in 4(above) more than \$500,000?					
Have you received, can reasonably expect to receive, or applied for other HUD assistance (through					
2. Federal Employer Identification Number: 86-60000444  3. Indicate whether this is:					

## PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant*.

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
Arizona Dep't. of Housing	HOME	OOHR	440,000.00
1110 W. Washington St. Suite #310			\$
Phoenix, AZ 85007			\$
			\$
AZCAA	DOE, LIHEAP	Weatheriza tion	\$
2700 North 3 <sup>rd</sup> Street, Suite 3040	SWG/APS	Weatheriza tion	\$206,000.00
Phoenix, AZ 85004	URRD		7,000.00
			\$
			\$
			\$

#### **PART IV - INTERESTED PARTIES**

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Int	Financia erest in Project (\$ and %	the
			\$	/	%
			\$	/	%
			\$	/	%
			\$	1	%
			\$	/	%
			\$	/	%_
			\$	/	%
			\$	/	%
			\$	/	%
			\$	/	%
			\$	/	%

#### PART V - EXPECTED SOURCES AND USES OF FUNDS

Identify the *source and use of all assistance* (include this CDBG grant and all other governmental and non-governmental sources) that has been or may be used in this contract.

Activity No. and Source	Use
HOME Partnership Program Fund	Housing Rehabilitation
URRD	Minor Repair
DOE/SWG/APS/LIHEAP WAP	Weatherization
	·
	·
	·

#### **PART VI - CERTIFICATION**

I hereby certify that the information provided in this disclosure is true and correct and I am aware that any false information or lack of information knowingly made or omitted may subject me to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I knowingly and materially violate any required disclosure of information, including intentional non-disclosure, I am subject to a civil money penalty not to exceed \$10,000 for each violation.

6-03-14

Michael A. Pastor, Chairman



## GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

### **ARF-2868**

# Regular Agenda Item 2. F.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Don McDaniel Jr.

Submitted By: Sarayl Shunkamolah, Management Associate, County Manager

<u>Department:</u> County Manager

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> Yes

Contract Dates 2014-2015 Fiscal Grant?: No

Begin & End: Year

Matching No <u>Fund?:</u> Renewal

Requirement?:

## Information

# Request/Subject

Agreement No. 102914-1 with Pinal-Gila Council for Senior Citizens Area Agency on Aging

# **Background Information**

The Pinal-Gila Council for Senior Citizens (PGCSC) was incorporated in 1974 and is a non-profit organization designated as the Area Agency on Aging for Region V, which encompasses Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities in Region V achieve and maintain self-sufficiency with dignity, and offer choices of appropriate care by providing a wide range of community and home based services. PGCSC also represents the interests of the elderly and acts to advocate for change in public and private attitudes, policies, and regulations.

Gila County has contributed to PGCSC since 1979. PGCSC receives Gila County funds in the amount of \$21,500 annually. These funds are for the purpose of providing County support to administration and program services for our seniors and persons with disabilities population in the Gila County area.

# Program Services and Allocations:

Miami Senior Center/Town of Miami - Home Delivered Meals	\$ 3,000
Globe Senior Center/City of Globe - Home Delivered Meals	\$ 3,000
Payson Multipurpose Center - Home Delivered Meals	\$ 3,000
Hayden Senior Center/Town of Hayden - Home Delivered Meals	\$ 3,000
Catholic Community Services and PGCSC In-Home Case Management Service	\$ 9,000
Administration	\$ 500
Total	\$21,500

### Evaluation

PGCSC provides a wide variety of services for seniors, persons with disabilities and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but not limited to the following:

- Aging, Disability and Caregiver Support Resources
- Information, Referral and Assistance
- Grandparents Raising Grandchildren Programs
- Behavior Health Substance Abuse and Suicide Prevention
- Case Management
- Home Care (Housekeeping, Personal and Respite Care)
- Benefits, Entitlements and Advocacy (Health Care Insurance and Benefits Counseling, Ombudsman (Nursing Home Advocacy)
- Legal Services and Legal Help Line
- Mature Work Force Development (Senior Employment and Training Programs)
- Multipurpose Senior Centers (Social, Nutritional and Wellness Support)
- Home Delivered Meals
- Mobility Management Transportation Provider Coordination and Senior Rides Transit Program Training
- Volunteer Services

### <u>Conclusion</u>

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$21,500 in an Economic Development Grant to Pinal-Gila Council for Senior Citizens to enhance the economic welfare of the inhabitants of the County.

The PGCSC is a non-profit organization which enjoys and maintains federal exempt status and the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in improving or enhancing the economic welfare of the inhabitants of the County.

### Recommendation

County staff recommends that the Board of Supervisors approve the Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging Region V in an amount not to exceed \$21,500.

PGCSC agrees to provide to the County an annual report each year.

## Suggested Motion

Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 102914-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. (**Don McDaniel**)

**Attachments** 

Agreement No. 102914-1
PGCSC Request Letter
Legal Explanation

# AGREEMENT NO. 102914-1 BETWEEN GILA COUNTY AND

#### PINAL-GILA COUNCIL FOR SENIOR CITIZENS

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

#### RECITALS

**WHEREAS**, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for administration and program services for seniors and persons with disabilities in Gila County; and

**WHEREAS**, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

**WHEREAS**, PGCSC has requested funding to continue aging services in Gila County and quality services to seniors and persons with disabilities; and

**WHEREAS**, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

# **SCOPE**

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$21,500 in an Economic Development Grant to the PGCSC Board to further the economic development of the County.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

- 1. The Gila County Board of Supervisors will contribute the sum of \$21,500 in the form of an Economic Development Grant to PGCSC for the benefit of the public.
- 2. The Grant will be used by PGCSC for the continuance of providing quality services to senior citizens and persons with disabilities. Program services include home delivered meals and case management services.
- 3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.

#### 4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pinal-Gila Council for Senior Citizens Attn: Olivia B. Guerrero 8969 W. McCartney Road Casa Grande, Arizona 85194-7432 Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501

#### **GENERAL TERMS**

- 1. Indemnification: The PGCSC shall indemnify, defend and hold harmless, County, it's officers, employees, agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by PGCSC, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
- 2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
- 3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
- 4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
- 5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the PGCSC does not appropriate sufficient monies for the purpose of maintaining this Agreement.

*IN WITTNESS THEREOF*, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY	PINAL-GILA COUNCIL FOR SENIOR CITIZENS
Michael A. Pastor, Chairman Gila County Board of Supervisors	Olivia B. Guerrero President/CEO
ATTEST	
Marian Sheppard, Clerk of the Board Gila County Board of Supervisors	
APPROVED AS TO FORM	
Bryan B. Chambers, Deputy County Attorney/ Civil Bureau Chief	

for Bradley D. Beauchamp, County Attorney



# **Pinal-Gila Council for Senior Citizens**

Area Agency on Aging 8969 W. McCartney Road Casa Grande, Arizona 85194-7432 (520) 836-2758 1-800-293-9393 Fax (520) 421-2033 E-mail: info@pgcsc.org

September 26, 2014

RECEIVED

SEP 29 2014

Don McDaniel, Jr. Gila County Manager 1400 E. Ash Globe, AZ 85501

Dear Mr. McDaniel:

Pinal-Gila Council for Senior Citizens (PGCSC) is requesting Gila County's continued support in providing funding for administration and program services for our seniors and persons with disabilities in the Gila County area. Gila County has contributed to Pinal-Gila Council for Senior Citizens, the local Area Agency on Aging, for Pinal and Gila counties since 1979.

Our request for \$21,500 is for aging services in Gila County. We have subcontracts with local service providers within Gila County and they in turn provide quality services to seniors and persons with disabilities within the following geographic and surrounding locations.

# Program Services and Allocations

•	Miami Senior Center/Town of Miami – Home Delivered Meals	\$ 3,000
•		
•	Globe Senior Center/City of Globe – Home Delivered Meals	3,000
•	Payson Multipurpose Center – Home Delivered Meals	3,000
•	Hayden Senior Center/Town of Hayden – Home Delivered Meals	3,000
•	Catholic Community Services and PGCSC	
	In-Home Case Management Service	9,000
•	Administration	<u>500</u>
		\$21,500

If you have questions or require additional information, please do not hesitate to contact me at 1-800-293-9393 or oliviag@pgcsc.org.

Respectfully,

Olivia B. Guerrero

President/CEO

# **Pinal-Gila Council for Senior Citizens**

Incorporated in 1974, Pinal-Gila Council for Senior Citizens is a non-profit organization designated as the Area Agency on Aging for Region V, which encompasses Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities in Region V achieve and maintain self-sufficiency with dignity, and offer choices of appropriate care by providing a wide range of community and home based services. PGCSC also represents the interests of the elderly and acts to advocate for change in public and private attitudes, policies, and regulations.

PGCSC provides a wide variety of services for seniors, persons with disabilities and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but are not limited to, the following:

- Aging, Disability and Caregiver Support Resources
- Information, Referral and Assistance
- Grandparents Raising Grandchildren Programs
- Behavioral Health Substance Abuse and Suicide Prevention
- Case Management
- Home Care (Housekeeping, Personal and Respite Care)
- Benefits, Entitlements and Advocacy (Health Care Insurance and Benefit Counseling, Ombudsman (Nursing Home Advocacy)
- Legal Services and Legal Help Line
- Mature Work Force Development (Senior Employment and Training Programs)
- Multipurpose Senior Centers (Social, Nutritional and Wellness Support)
- Home Delivered Meals
- Mobility Management Transportation Provider Coordination and Senior Rides Transit Program Training
- Volunteer Services



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

# Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

### ARF-2866

Regular Agenda Item 2. G.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted By: Don McDaniel Jr.,

County Manager, County Manager

<u>Department:</u> County Manager

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> Yes

Contract Dates July 2014-June Grant?: No

Begin & End: 2015

Matching No Fund?: Renewal

Requirement?:

# <u>Information</u>

# Request/Subject

Professional Services Contract with Bose Public Affairs Group

# **Background Information**

On May 12, 2009, the Gila County Board of Supervisors approved Professional Services Contract No. 042109-PSC between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the support of development and execution of county federal programs and projects in the monthly amount of \$6,500, in effect until June 30, 2011.

On June 7, 2011, the Gila County Board of Supervisors approved the First Amendment to Professional Services Contract No. 042109-PSC with BPAG, which extended the term of the contract from July 1, 2011, to June 30, 2013. Staff began working on amendments to the contract before its expiration. It has been determined that a new contract would be more appropriate because of the June 30, 2013, end date.

During the July 16, 2013, Board of Supervisors regular meeting, the Board unanimously approved Professional Services Contract No. 070113 with BPAG to continue providing lobbying and consulting services at the federal government level to Gila County at the rate of \$6,500 per month, effective July 16, 2013, through June 30, 2014. There were two changes to the contract:: a reference to the Arizona Legal Workers Act needed to be added and a reference related to Construction Law needed to be removed.

On July 30, 2014, the County Finance Department submitted a letter to BPAG stating the contract between Gila County and BPAG expired on June 30, 2014.

Supervisor Martin presented written information and a powerpoint presentation to the Board of Supervisors on October 7, 2014, explaining the importance of maintaining a consulting/lobbying presence in Washington D.C. The presentation was very informative and provided new and valuable information to the Board members.

### Evaluation

It appears that since 2006, Bose Public Affairs Group has provided valuable assistance in representing our interests and assisting in obtaining funding for Gila County. It may be reasonable to renew a contract for these services with Bose. However, two options may be considered:

Option 1 is a renewal of the 2013/2014 contract at a rate of \$6,500 per month or \$78,000 per year with the requirement to report in writing and verbally to the Board of Supervisors each month.

Option 2 is to contract with Bose on a retainer basis. As the County or Bose sees the need to engage Bose for consulting/lobbying services at the federal government level on behalf of the County, telephone or email contact would be made with an estimate of the scope of services and cost. Bose would invoice the County each month accordingly with a not to exceed annual amount of \$50,000. The not to exceed amount could be exceeded with prior approval of the Board of Supervisors.

## Conclusion

The Board of Supervisors has two clear choices to proceed with retaining the services of the Bose Public Affairs Group for consulting/lobbying services at the federal level of government.

### Recommendation

Staff recommends that the Board of Supervisors retain the services of the Bose Public Affairs Group and choose one of the two options for proceeding with a contract. Contracts for both options are attached to this agenda item.

### Suggested Motion

Information/Discussion/Action to approve a contract with the Bose Public Affairs Group to provide consulting/lobbying services for Gila County at the federal government level; and further that Option 1 or Option 2 be approved to implement this action. (Don McDaniel)

### **Attachments**

BPAG Contract 071014-Option 1 BPAG Contract 071014-Option 2 Tommie C. Martin, District I 610 E. Hwy. 260, Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John A. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753



Don E. McDaniel, Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius Finance Director Phone (928) 402-8743

FAX (928) 425-0319 TTY: 7-1-1

### **GILA COUNTY**

www.gilacountyaz.gov

# PROFESSIONAL SERVICES CONTRACT NO. 071014-2 FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and ent	ered into this	day of		2014, by
and between the Gila County Board of	of Supervisors, a	political subdivis	ion of the State	of Arizona
hereinafter designated the COUNTY, and	d <u>Bose Public</u> /	Affairs Group ,	a Limited Liability	Corporation
offering lobbying services, of the City of _	Indianapolis,	State of <u>India</u>	ana, hereinafte	r designated
BPAG.				

**WITNESSETH:** That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

### ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

### **SERVICES:**

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County.

### **REPORTING REQUIREMENTS:**

BPAG shall prepare and submit to County, on the tenth (10<sup>th</sup>) of each month, a written report of BPAG's activities on behalf of County for the preceding month. The report will accompany the monthly invoices.

BPAG shall, on an annual basis, make one (1) on-site visit to Gila County, for the purpose of making a verbal, face to face, presentation to the Board of Supervisors, at one of their Regular or Work Session meetings. The presentation will be scheduled, in advance, with the Clerk of the Board of Supervisors.

- 1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
- 2. No Lawyer-Client Relationship; Confidentiality; Conflict of Interest: The services to be provided under this Agreement are not legal services, but are law-related services, as defined in Rule 5.7 of the Indiana Rules of Professional Conduct. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2015.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV - INDEMNIFICATION CLAUSE: BPAG shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of BPAG or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such BPA Group to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of BPAG's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of BPAG.

**ARTICLE VII – CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract in a reasonable and timely manner; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by BPAG or any agent or representative of BPAG, to any officer or employee of the County.

**ARTICLE VIII – PAYMENT:** The Scope of Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed for the amount of  $\frac{$}{5}$  6,500.00 per month. Payment will be made within thirty days (30) of receipt of the monthly written report and invoice. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee between the County and BPAG. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

**IN WITNESS WHEREOF,** three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay the amount of \$6,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

# PROFESSIONAL SERVICES CONTRACT NO. 071014-2 FEDERAL RELATION SERVICES

GILA COUNTY: GILA COUNTY BOARD OF SUPERVISORS	BOSE PUBLIC AFFAIRS GROUP:
Michael A. Pastor, Chairman, Board of Supervisors	Signature
	Print Name
ATTEST:	
Marian Sheppard, Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	
Bryan B. Chambers, Deputy County Attorney/Civil Bure for Bradley D. Beauchamp, County Attorney	au Chief

Tommie C. Martin, District I 610 E. Hwy. 260, Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John A. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753



Don E. McDaniel, Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius Finance Director Phone (928) 402-8743

FAX (928) 425-0319 TTY: 7-1-1

### **GILA COUNTY**

www.gilacountyaz.gov

# PROFESSIONAL SERVICES CONTRACT NO. 103114 RETAINER FOR FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and ente	red into this	day of	
and between the Gila County Board of	Supervisors, a polit	tical subdivision of	the State of Arizona,
hereinafter designated the COUNTY, and	Bose Public Affair	<u>rs Group</u> , a Limit	ed Liability Corporation
offering lobbying services, of the City of	<u>Indianapolis</u> , State	e of <u>Indiana</u>	, hereinafter designated
BPAG.			

WITNESSETH: That BPAG, for and in consideration of the sum to be paid by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

### ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

### **SERVICES:**

The County hereby retains BPAG to perform certain services on an issue by issue basis intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

#### **REPORTING REQUIREMENTS:**

With each monthly invoice, BPAG shall prepare and submit to the County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

- 1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
- 2. No Lawyer-Client Relationship; Confidentiality; Conflict of Interest: The services to be provided under this Agreement are not legal services, but are law-related services, as defined in Rule 5.7 of the Indiana Rules of Professional Conduct. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect for one year, with the option for two (2) one year extensions, if agreed by both parties.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV - INDEMNIFICATION CLAUSE: BPAG shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of BPAG or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such BPA Group to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of BPAG's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

BPAG shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of BPAG.

**ARTICLE VII – CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract in a reasonable and timely manner; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by any agent or representative of BPAG, to any officer or employee of the County.

**ARTICLE VIII – PAYMENT:** The Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project. The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed \$50,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

**IN WITNESS WHEREOF,** three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay not more than **\$ 50,000.00** including all applicable taxes, during the term of the contract.

# PROFESSIONAL SERVICES CONTRACT NO. 103114 FEDERAL RELATION SERVICES

GILA COUNTY: GILA COUNTY BOARD OF SUPERVISORS	BOSE PUBLIC AFFAIRS GROUP:
Michael A. Pastor, Chairman, Board of Supervisors	Signature
	Print Name
ATTEST:	
Marian Sheppard, Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	
Bryan B. Chambers, Deputy County Attorney/Civil Bu	ureau Chief

for Bradley D. Beauchamp, County Attorney

### **ARF-2877**

# Regular Agenda Item 2. H.

# Regular BOS Meeting

Meeting Date: 11/18/2014

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst.

County Manager/Library District

Department: Asst County Manager/Library District

# **Information**

# Request/Subject

Resolution No. 14-11-01 for County Supervisors Association (CSA) Legislative Priorities for 2015.

# Background Information

Following the November election, CSA staff has begun to set up meetings with many legislators and their executive staff to introduce, educate and advocate the fiscal and legislative priorities that were agreed upon at the CSA Legislative Summit for the coming session. The message they will be delivering was adopted by the CSA Board of Directors at the summit and focuses on restoring counties to fiscal health:

- Prevent additional shifts of state functions and administrative costs to the county level
- Eliminate county payments to the Arizona State Hospital for Sexually Violent Persons
- Reestablish payments to the counties reflecting the county share of state lottery revenues
- Fully fund local Highway User Revenue Fund (HURF) dollars.

# **Evaluation**

CSA staff has asked that each county adopt and send the attached resolution and cover letter to remind our legislators of the concerns and priorities. They are also recommending that Supervisors arrange visits with their legislative delegations.

# Conclusion

Adopting this resolution and cover letter and sending to the appropriate legislators serves to inform so that they may advocate the county legislative priorities at the state level.

# Recommendation

Staff recommends adopting this resolution regarding the 2015 legislative priorities and the cover letter.

# Suggested Motion

Information/Discussion/Action to adopt Resolution 14-11-01 regarding the 2015 legislative priorities, and authorize the Chairman to sign a letter to legislators. (**Don McDaniel**)

# **Attachments**

Resolution 14-11-01
Template for Letter to Lawmakers
CSA Talking Points



### **RESOLUTION NO. 14-11-01**

# A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, REGARDING 2015 LEGISLATIVE PRIORITIES

**WHEREAS**, actions by State Government during the "Great Recession" impacted Gila County by more than \$4.6 million since 2008; and

**WHEREAS**, these actions have resulted in over \$1.8 million in diverted road maintenance funds, \$1.7 million in lost revenue, and \$1.1 million in program shifts; and

**WHEREAS**, these cost shifts caused significant financial distress for Gila County, which is already reeling from the negative financial effect of the recession and slow recovery; and

**WHEREAS**, Gila County also faces significant risk from the uncertain funding status of federal programs, including the Payment in Lieu of Taxes and Secure Rural Schools programs; and

**WHEREAS,** Gila County has neither the financial capacity to pay for additional state costs nor the statutory ability to control costs of state administered programs the county is required to fund; and

**WHEREAS**, Gila County's financial conditions continue to be suppressed by a nearly 30 percent decrease in Net Assessed Value over the last five years; and

**WHEREAS,** Gila County greatly appreciates the recognition of these facts by state leaders and their recent efforts to incrementally address policies that divert County resources away from local services, including the partial restoration of local Highway User Revenue Funds, the \$550,000 appropriation representing the County share of lottery revenues, and the reduction in mandated payments to the Arizona State Hospital; and

**WHEREAS,** it is critical to Gila County that these incremental restorations be continued and improved upon in the FY15-16 budget, with the goal of reestablishing a sustainable financial model for the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Gila County that the Arizona State Legislature is hereby implored to: (1) prevent additional shifts of state functions and administrative costs to the County level, (2) eliminate County payments to the Arizona State Hospital for Sexually Violent Persons, (3) re-establish payments to the Counties reflecting the County share of state lottery revenues, and (4) fully fund local HURF dollars,

Resolution 14-11-01 Page 1 of 2

thereby, providing Arizona Counties with the financial stability necessary to continue providing mandated state services to local residents.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2014, Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISORS
Marian Sheppard Clerk of the Board of Supervisors	Michael A. Pastor, Chairman
Approved as to form:	
Bryan Chambers Deputy County Attorney/Civil Bureau	Chief

Resolution 14-11-01 Page 2 of 2

**Tommie C. Martin, District I** 610 E. Hwy 260, Payson, 85547 (928) 474-2029 tmartin@gilacountyaz.gov

Michael A. Pastor, District II (928) 402-8753 mpastor@gilacountyaz.gov

John D. Marcanti, District III (928) 402-8726 jmarcanti@gilacountyaz.gov



Don E. McDaniel, Jr., County Manager (928) 402-4344 dmcdaniel@gilacountyaz.gov

Marian Sheppard, Clerk of the Board of Supervisors (928) 402-8757 msheppard@gilacountyaz.gov

November 18, 2014

# Dear [LAWMAKER],

Congratulations on your [re]election to the legislature and thank you for your commitment and hard work on behalf of your constituents in Gila County. As you prepare for the 2015 legislative session, we respectfully request your consideration and support of the budget priorities of Arizona's 15 counties. Specifically, we would deeply appreciate your assistance with the following:

- Prevent additional shifts of state programmatic and administrative costs to the County level. Since FY09, Arizona's Counties have absorbed over \$106 million in state administrative and programmatic costs. Counties' revenues and expenditures are all capped and their financial capacity is at a breaking point.
- Eliminate requirements for Counties to fund incarceration and treatment of Sexually Violent Persons housed at the Arizona State Hospital, returning the responsibility back to the state. Since FY10, the State has shifted a portion of these costs to help offset State revenue shortfalls. This policy has cost County taxpayers statewide more than \$20.4 million. Relieving County general funds of this burden will save Counties approximately \$3.4 million annually.
- Continue payments to the Counties reflecting the County share of state lottery revenues to support mandated County operations. For more than 20 years, as citizens in all Counties purchased tickets, Counties received a dedicated share of lottery revenues to help fund local services. The County distribution was eliminated in FY11 during the financial crisis, removing \$7.65 million annually from local programs and services.
- Halt the use of the Highway Users Revenue Fund resources for purposes other than road activities, restore those funds to state and local government transportation

Phone (928) 425-3231 Fax (928) 425-0319 T.D.D. (928) 425-0839

departments, and work with stakeholders to identify and enact revenue enhancements for the existing HURF distribution system. Since FY09, approximately \$674 million has been diverted from the HURF to fund state government operations, costing the Counties \$132 million in transportation resources.

Addressing these items represents good public policy and will have a meaningful impact on County services and County taxpayers. We will follow up with you soon to schedule an opportunity to discuss these and other matters that may be of interest to you during the 2015 legislation session. In the meantime, please do not hesitate to contact us if you have questions about pending legislation or how Gila County operates in general and once again, congratulations and thank you for your service at the legislature.

Sincerely,

Michael A. Pastor, Chairman Gila County Board of Supervisors



# **County Supervisors Association 2015 Budget Priorities**

### **Increase Investment in Transportation Infrastructure**

County officials are alarmed by the deteriorating condition of transportation infrastructure and the weakening ability of **Highway User Revenue Fund (HURF)** resources to meet local needs.

 Stagnant gas tax revenue collections, coupled with inflation of costs for building materials and maintenance has atrophied HURF's purchasing power.

Absent action, statewide infrastructure continues to degrade:

- County roadways are critical for economic development, public safety and quality of life in Arizona;
- County road construction has largely ceased and maintenance levels have been reduced substantially;
- Lack of resources and liability concerns forced counties to designate more roads as "primitive;" and,
- Reduced and limited maintenance leads to:
  - o Dangerous road conditions, damaged vehicles
  - More costly road rehabilitation and reconstruction

# **Transportation Policy: Immediate Needs**

### **Stop Diversions of Local Government HURF:**

- Since FY09, state action has diverted more than \$714.7 million from state, municipal and county road building and maintenance resources to fund two state agencies. This removed \$131 million from county transportation activities.
- In the FY15 state budget, \$30 million of HURF was restored to local governments, providing \$10 million to counties. \$90 million of HURF continued to be diverted from road work to fund state obligations at DPS.

### **Identify and Enact Enhanced Revenues and Efficiencies:**

 Restoration of HURF to local governments provides immediate relief, but only addresses a fraction of infrastructure needs.

### \* ACTION NEEDED: \*

In addition to the restoration of HURF, CSA urges the legislature to work with stakeholders to identify and enact revenue enhancements for the existing HURF distribution system, and to pursue policies that improve efficient utilization of transportation resources.

# **Secure the County Share of Lottery Revenues**

For more than 20 years, all 15 counties received a share of lottery revenues to partially compensate for performing state mandated functions.

- The county share was eliminated in FY11.
- A partial "in-lieu" appropriation restored some of these funds in FY14 and again in FY15, appropriating for one year \$7.15 million to be split among the 13 rural counties (\$550,000 each).
- It is critical that this appropriation be continued in FY16.

Counties have no flexible taxing authority to make up the revenue loss; authorities are capped or formulaic.

 Adding to the problem, multiple changes to state policy forced counties to pick up the tab for state responsibilities.

Counties need financial stability. A continued distribution would reflect a commitment to provide these resources annually, and provide some budgeting stability for the counties.

### **Eliminate Payments to ASH for SVP Population**

"Sexually Violent Persons" (SVP's) are offenders who served their time with the AZ Dept. of Corrections but are not yet ready to re-enter society. The state's SVP program, housed at the AZ State Hospital (ASH), provides treatment in a high security setting.

 The program is entirely operated by the state with no county consultation or fiscal oversight.

For the first time, in FY10, the state budget required counties to pay a portion of SVP costs.

- As of June 2014 this shift has cost county taxpayers \$20.4 million.
- In FY15, counties are required to pay approximately 34% which amounts to an estimated \$3.4 million.

It is bad policy to force counties to fund a state agency, over which they have no control. The state should again take full responsibility for this public-safety program.



# **County Supervisors Association 2015 Legislative Priorities**

### **County Budgeting Tools**

- **Flexibility Language:** Extend the budgetary "Flexibility Language" to use any source of county revenue, to meet a county fiscal obligation for FY16.
- **Supermajority to Levy County Excise Taxes:** Change the existing ½ cent sales tax authority to allow counties with a five member board to lower or raise the tax with a super-majority, rather than a unanimous, vote.
- DUC Pool Payments: Eliminate the county payments to the Disproportionate Uncompensated Care (DUC) Pool.
  - o Since Prop. 204 implementation, in 2000, the DUC Pool was never implemented and has become simply a resource transfer from the county to the state general fund.
  - Counties should be able to retain resources to fund state mandates at a local level, instead of continuing to pay for a state program.

### **Criminal Justice Costs**

- **Resources for Juvenile Dependency Representation:** Allocate financial resources to the counties to assist with providing mandated attorney services in juvenile dependency matters.
  - Arizona's child safety system was overhauled this past session and some Arizona counties have seen an
    increase in the number of juvenile dependency cases as a result. This has highlighted the already
    overburdened and financially strapped county indigent defense system. Additional resources would
    ensure that there are no further delays in providing for the safety of Arizona's children.
- **Pretrial Inmate Healthcare Cost Containment:** Permit counties to charge insurance carriers for certain healthcare costs incurred by insured inmates in a jail facility.
  - o Individuals with active health insurance policies should utilize that insurance to cover any healthcare costs incurred while they await trial.
- Restoration to Competency (RTC) for Post-Conviction/Pre-Sentenced Populations: Seeks to clarify that the state be held responsible for the costs associated with RTC treatment for an inmate in post-conviction proceedings awaiting sentencing or re-sentencing.
  - Repairs a loophole in statute revealed by a former death row inmate, whose death sentence was vacated due to an intellectual disability, forcing the court to remand the inmate to RTC. Due to the existing intellectual disability the inmate cannot be restored to competency and cannot be resentenced, therefore remaining in RTC indefinitely, at a significant cost to the county.

### **Administrative Improvements**

- **Flood Control District Enforcement:** Amend certain flood control district (FCD) enforcement procedures to account for unique conditions and to streamline processes in counties.
- **County Abatements and Property Liens:** Preserve nuisance abatement liens and dangerous property abatement liens from extinguishing on foreclosure of property taxes by investors.
  - Taxpayer dollars are being lost to investors, who benefit from county-funded public safety remediation on foreclosed properties.

### ARF-2882

# Regular Agenda Item 2. I.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> No Contract Dates N/A <u>Grant?:</u> No

Begin & End:

Matching No <u>Fund?</u>: Replacement

Requirement?:

## Information

# Request/Subject

Adopt Resolution No. 14-11-02 to Reimburse County for preliminary expenditures on the Copper Administration Building.

# **Background Information**

At the September 30, 2014, Board of Supervisors' regular meeting, the Board of Supervisors approved the purchase of a used modular structure building. The purpose of the building will be to relocate existing County departments and personnel from private leased offices to County property. All phases of construction through completion to erect the modular structure building will be known as the "Copper Administration Building Project".

A Cost Analysis/Itemized Cost Sheet was attached to the agenda item that identified the estimated cost to purchase the modular building, along with building and site improvements and preparation costs associated with the Copper Administration Building Project. The estimated cost identified was approximately \$1,650,000.

## **Evaluation**

At the September 30, 2014, Board of Supervisors' regular meeting, the Board of Supervisors approved the purchase of a used modular structure building. The purpose of the building acquisition is to relocate existing County Department personnel from private leased space to County property and non-leased space. All phases of construction through completion to erect the modular structure building will be known as the "Copper Administration Building Project". The cost of the project at the time of the September 30, 2014 Board of Supervisor's regular meeting was estimated to be \$1,650,000. Staff recommended at that time the purchase and accompanying building and building/site improvement to be financed rather than expensed. However, the County may have a need to extend payment to vendors for project expenses prior to financing being secured. The attached reimbursement Resolution No. 14-11-02, if approved by the Board would allow the County to reimburse itself for expenses related to the project prior to the financing being secured.

# Conclusion

By adopting Resolution No. 14-11-02, the County will be able to provide reimbursement to itself for expenses incurred prior to the completion of project financing.

## Recommendation

It is the recommendation of the Finance Department Director that the Board of Supervisors adopt Resolution No. 14-11-02.

# Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-11-02, that would allow Gila County the ability to provide reimbursement to the County for preliminary expenditures related to the Copper Administration Building project in an amount up to, but not to exceed \$1,000,000 prior to securing of permanent financing for the project. (Jeff Hessenius)

## <u>Attachments</u>

Resolution No. 14-11-02



### **RESOLUTION NO. 14-11-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE "COPPER ADMINISTRATION BUILDING PROJECT"

**WHEREAS,** Gila County, Arizona, (hereinafter referred to as the "County"), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities owned or to be owned by the County; and

**WHEREAS**, it is contemplated that certain expenditures made by the County with regard to capital facilities owned or to be owned by the County with regard to the relocation of a modular building together with related site improvements (hereinafter referred to as the "Copper Administration Building Project") will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the County.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, that

Section 1. <u>Definitions.</u> The following terms shall have the meanings assigned thereto as follows:

"official intent" means a declaration of intent of the County to reimburse an original expenditure with proceeds of an obligation.

"original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Resolution 14-11-02 Page 1 of 2

Section 2. <u>Official Intent.</u> This Resolution is official intent relating to reimbursements for the original expenditures for the Copper Administration Building in an amount not to exceed \$1,500,000 occurring on or after November 18, 2014, which are capital expenditures (being any cost of a type that is properly chargeable to a capital account [or would be so chargeable with a proper election] under general federal income tax principles). (The maximum principal amount of obligations [including the reimbursement bonds for such purposes] to be issued for the Copper Administration Building will not exceed \$2,000,000.)

Section 3. Reasonableness of Official Intent. On the date of this Resolution, the Board of Supervisors of the County have a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. (Official intents have not been declared by the County as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the County does not have a pattern [other than in extraordinary circumstances] of failure to reimburse actual original expenditures covered by official intents.)

Section 4. <u>Reimbursement Period.</u> With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid.

Section 5. <u>Public Record.</u> This Resolution shall be included as of the date hereof in the publicly available official records of the County, such records being maintained and supervised by the Clerk of the County, being the main administrative office of the County, and shall remain available for public inspection on a reasonable basis.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2014, Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISOR
Marian Sheppard	Michael A. Pastor, Chairman
Clerk of the Board of Supervisors	
Approved as to form:	
Bryan Chambers	
Deputy County Attorney/Civil Bureau	Chief

Resolution 14-11-02 Page 2 of 2

### **ARF-2856**

# Regular Agenda Item 2. J.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Bryan Chambers

Submitted By: Bryan Chambers, Deputy County Attorney/Civil Bureau

Chief, County Attorney

Department: County Attorney

# Information

# Request/Subject

Consideration of appeal from the Gila County Personnel Commission matter S.O. v. Gila County, Gila County Personnel Commission, Jon Barber, David Lagunas, Tom Moody and Ken Voltz in their official capacities as commissioners, Gila County Cause Number CV2014-0210. Pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4), the Board may vote to go into executive session to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

# **Background Information**

S.O. was terminated from his employment at the Gila County Sheriff's Office and appealed his termination to the Gila County Personnel Commission. The Commission affirmed the termination and S.O. filed an action in Superior Court purporting to appeal the decision of the Personnel Commission.

# **Evaluation**

Gila County was named in the appeal as a party and therefore needs to respond to the appeal.

# **Conclusion**

Because Gila County has been named in this appeal, the Board of Supervisors should direct its attorney as to how to respond to the appeal on behalf of Gila County.

# Recommendation

The Board of Supervisors should go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

# Suggested Motion

Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding Gila County Cause Number CV2014-0210 (Shawn Osborn v. Gila County, et. al.) and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session. (Bryan Chambers)

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No file(s) attached.

### **ARF-2865**

# Regular Agenda Item 2. K.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014 Submitted For: Bryan Chambers

Submitted By: Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, County

Attorney

<u>Department:</u> County Attorney

<u>Fiscal Year:</u> 2015 <u>Budgeted?:</u> No <u>Contract Dates</u> January <u>Grant?:</u> No

Begin & End: 2012-/January

2013

Matching No <u>Fund?</u>: Renewal

Requirement?:

### Information

# Request/Subject

Consideration of the claim of Carson Construction Inc. regarding the Pine Creek Canyon Road Construction Project against Gila County. Pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4), the Board may vote to go into executive session to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

# **Background Information**

Carson Construction Inc. received the contract to complete the Pine Creek Canyon Road Construction Project in 2012. Carson claims that it was delayed in the project because of issues involving utility easements which caused it to idle equipment and incur financial losses in the amount of \$155,019.00.

### Evaluation

Gila County needs to respond to the claim.

### Conclusion

Because Gila County has received this claim, the Board of Supervisors should direct its attorney as to how to respond to the claim on behalf of Gila County.

### Recommendation

The Board of Supervisors should go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

## Suggested Motion

Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session. (Bryan Chambers)

#### **Attachments**

Claim Part I
Claim Part 2
Letter of 10 27 14



1850 North Central Avenue, Suite 1400

PHOENIX, AZ 85004-4568
TELEPHONE: (602) 285-5000
FACSIMILE: (602) 285-5100
http://www.dickinsonwright.com

J. GREGORY CAHILL
GCahill@dickinsonwright.com
(602) 889-5350

Rea 2 11/a

October 3, 2014

NOTICE OF CLAIM UNDER A.R.S. §12-821.01

Certified mail
Scanned and
emailed To:
B. Chambers
D. McMail

Via Fed Ex

Marlan E. Sheppard **Gila County Clerk of the Board**Gila County Courthouse

1400 E. Ash Street

Globe, AZ 85501

Re: Carson Construction, Inc. Notice of Claim to Gila County regarding the Pine Creek Canyon Road Construction Project

Dear Mr. Sheppard:

The undersigned represent Carson Construction, Inc. ("Carson") with respect to its claim for damages arising from its work on the "Pine Creek Canyon Road Construction Project" ("the Project"), located in Pine, Arizona. A copy of the Request for Bid, including the parties' contract, is attached as **Exhibit "1."** Pursuant to A.R.S.§12-821.01, this letter provides timely notice of Carson's claim against Gila County (the "County") for damages resulting from differing site conditions effecting Carson's work at the Project.

#### **FACTUAL BASIS OF CLAIM**

Throughout its Project work Carson encountered numerous, substantial, and compensable delays and costs resulting from unanticipated utility conflicts. Carson provided repeated notice of same to the County throughout its Project work. Of note, while Carson provided the County with documentation supporting its claim for compensation for delays occurring between June 25 and October 18, 2012 (Exhibit "2"), the first delay occurred months earlier upon the initial commencement of Carson's Project work on May 9, 2012 and continued through November 2012 (Exhibit "3"). As a result, if the parties are unable to amicably resolve this matter, the damages which Carson will seek recovery for will greatly exceed the amount for which it is now willing to settle.

Carson first provided notice of these delays to the County on July 21, 2012. Exhibit "4." Thereafter, on August 28, 2012, Carson provided the County with additional information regarding the ongoing delays it was experiencing and Carson formally asked for an extension of Contract Time. Exhibit "5." Carson continued to provide the County with information

Marlan E. Sheppard
Gila County Clerk of the Board
Page 2

regarding the utility-related delays throughout its Project work. As a result of the ongoing delays, Carson's damages increased and its request for an extension of Contract Time went from 9 to 37 days. **Exhibits "6" - "8."** Each of Carson's notices went without substantive response from the County. Despite the lack of a response, Carson continued to perform its Project work.

On January 4, 2013 and upon completion of the Project, Carson provided a detailed substantiation of its claim for \$155,019.38 in damages to the County. Exhibit "2." Thereafter, the parties have engaged in negotiations regarding Carson's claim and Carson continued to provide substantial information to the County. On June 17, 2014 and pursuant to the County's request, Carson provided the County with its Project Daily Logs to substantiate the man-hour and equipment usage components of Carson's claim. Exhibit "9." In response, the County simply indicated that "its records" differed from Carson's. Carson repeatedly requested copies of the County's Daily Logs so as to understand the claimed discrepancies between the parties' records. Unfortunately, the County has not provided evidence of the very basis by which it was purportedly denying Carson's claim. Despite the County's refusal to provide this critical information, Carson continued to attempt to negotiate the claim. It now appears that the parties have reached a point where further negotiations are unproductive.

On August 26, 2014, and in response to further correspondence from the County the week prior (**Exhibit "10"**), Carson gave the County final notice that if a resolution was not reached by August 29, 2014, Carson would formally pursue its claim. **Exhibit "11."** No response to this letter has been received and the Public Works Department has referred the matter to the County Attorney. While Carson wishes to resolve this matter short of litigation, that does not appear to be possible and, as a result, Carson has no choice but to submit this formal Notice of Claim.

#### LEGAL ANALYSIS

Pursuant to the parties' contract, Carson is entitled to be paid \$155,019.38 for its damages resulting from the differing site conditions at the Project.

#### SPECIFIC AMOUNT FOR WHICH THE CLAIM CAN BE SETTLED

As set forth above, Carson is entitled to \$155,019.38, which is the amount for which the claim can be settled.

Robert A. Smill J. Gregory Cahill

Very truly yours,

JGC:tlf

Marian E. Sheppard Gila County Clerk of the Board Page 3

cc: Mr. Rupert Lemons,

Carson Construction, Inc.

Don E. McDaniel, Jr., Gila County Manager

Bryan Chambers, Esq., Gila County Attorney's Office

Mr. Steve Sanders, Deputy Director, Gila County Public Works Division

PHOENIX 53393-8 173370v1

# GILA COUNTY REQUEST FOR INVITATION FOR BIDS

# PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

BID CALL 111311-1

# BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



\*BOARD OF SUPERVISORS\*
Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
Michael A. Pastor, Member

\*COUNTY MANAGER\*
Don E. McDaniel Jr.

\*PUBLIC WORKS DIRECTOR\*
Steve Stratton

JANUARY 2012



# GILA COUNTY REQUEST FOR INVITATION FOR BIDS

# PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

PINE, ARIZONA

# BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS

BID NO. 111311-1

C.L. Williams Consulting, Incorporated 621 South Hillside Lane Pinetop, Arizona 85935 (928) 367-2248



# SECTION 01

# INVITATION FOR BIDS

IFB-1



#### INVITATION FOR BIDS BID CALL NO. 111311-1

Sealed bids will be received by Gila County Procurement, 1400 East Ash St., Globe, AZ 85501, until 11:00 A.M. (AZ Time), Thursday, March 1<sup>st</sup>, 2012 for the PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA, BID NO. 111311-1 in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 11:00 AM. The Bids will be publicly opened and read aloud at 11:00 AM, Arizona time, at the location above, 2<sup>nd</sup> floor, Board Conference Room #257.

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Friday, January 27<sup>th</sup>, 2012. Meeting shall be held at the Pine Community Center, Cultural Hall, Highway 87, Pine, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA BID CALL NO. 111311-1". All Bids shall be mailed or delivered to the Gila County Procurement, 1400 East Ash St., Globe, AZ 85501. Gila County Procurement and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. Prevailing clock shall be the atomic clock in the Purchasing office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Aritona Silver Belt: January 18th and 25th, 2012	
Signed:  Bryan B. Chembers, Chief Deputy County Attorney	Date: <u> </u>
for Daisy Flores, County Attorney  Signed:	Date: 1 /10 /12
Tommie C. Martin, Chairman, Board of Supervisors	Date:

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### GENERAL PROVISIONS Bid No. 111311-1

### **SECTION 01**

## NOTIFICATION TO BIDDERS

# **BIDDERS ARE HEREBY NOTIFIED:**

- 1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, all with original signatures, must accompany the bidders proposal:
  - Bid Proposal (pages P-1 to P-3)
  - Qualification & Certification Form (pages QC-1 to QC-2)
  - Reference List (RL1)
  - Bid Schedule (pages BS-1 to BS-6)
  - Surety (Bid) Bond (page BB-1)
  - Affidavit of Non-Collusion (page ANC-1)
  - Subcontracting Certification (page SC-1)
  - Check List & Addenda Acknowledgment (CK-1)
  - Contract (C1-C7)
  - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

- 2. <u>Proposal Guaranty</u> -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
- Delivery of Proposal Each bid shall be sealed and plainly marked "Bid No. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 1<sup>st</sup>, 2012, 11:00 a.m. on the date specified herein, to the Gila County Procurement, 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 11:00 A.M. AZ Time, Thursday, March 1<sup>st</sup>, 2012. Bids will be opened at 11:00 A.M., Thursday, March 1<sup>st</sup>, 2012.
- 4. <u>Rejection of Bids</u> -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

Plans and Specifications -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. A deposit of \$20 per set, and \$10 for mailing, \$20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

- 6. <u>Arizona Contractor's License</u> -Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.
- 7. <u>Bid Opening Information</u> Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.
- 8. Mandatory Pre-Bid Walk Through

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Friday, January 27<sup>th</sup>, 2012. Meeting shall be held at the Pine Community Center, Cultural Hall, Highway 87, Pine, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

9. Request for Clarifications

Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612 fax: 928-425-8104) submitted no later than Friday, February 3<sup>rd</sup>, 2012 at 12:00 Noon. A response will be issued to all plan holders no later than Friday, February 10<sup>th</sup>, 2012 at 2:00 P.M.

## **GENERAL PROVISIONS**

#### **SECTION 10**

#### **DEFINITION OF TERMS**

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

<u>10-00 M.A.G.</u> Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

<u>10-07 BIDDER</u>. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

<u>10-10 CHANGE ORDER.</u> A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

<u>10-11 CONTRACT.</u> The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

10-12 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

10-13 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

<u>10-14 CONTRACTOR</u>. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-15 CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

**10-15a DEPARTMENT.** The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

**10-17 EQUIPMENT.** All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-18 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

<u>10-19 INSPECTOR</u>. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

**10-21 LABORATORY.** A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

10-23 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

**10-24 MATERIALS.** Any substance specified for use in the construction of the contract work.

<u>10-24a MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, Millennium Edition, with current revisions.

<u>10-25 NOTICE TO PROCEED.</u> A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**10-26 OWNER (SPONSOR).** The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

#### Definition of Terms continued.

<u>10-27 OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc. 621 South Hillside Lane Pinetop, Arizona 85935 (928) 367-2248

Contacts:

Joseph M. Alwin, P.E. (joe@clwilliams.net)

**10-28 PAVEMENT.** The combined surface, base course, and sub base course, if any, considered as a single unit.

<u>10-29 PERFORMANCE BOND.</u> The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

<u>10-30 PLANS</u>. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-31 PROJECT.** The agreed scope of work for accomplishing specific tasks.

<u>10-32 PROPOSAL</u>. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-33 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

10-34 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

<u>10-35 STRUCTURES.</u> Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

10-36 SUBGRADE. The soil that forms the pavement foundation.

**10-37 SUPERINTENDENT.** The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

10-38 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

<u>10-39 SURETY.</u> The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

<u>10-40 WORK.</u> The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

<u>10-42 WORK WEEK.</u> A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

Definition of Terms continued...

10-45 OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

#### **GENERAL PROVISIONS**

#### **SECTION 20**

# PROPOSAL REQUIREMENTS AND CONDITIONS

<u>20-03 CONTENTS OF PROPOSAL FORMS.</u> The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal..

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

<u>20-04 ISSUANCE OF PROPOSAL FORMS.</u> The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 without in any way invalidating the unit bid prices.

<u>20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.</u> The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

**20-07 PREPARATION OF PROPOSAL** The bidder shall submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies all with original signatures shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

**20-08 IRREGULAR PROPOSALS.** Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

## Proposal Requirements & Conditions continued...

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

<u>20-09 PROPOSAL GUARANTY.</u> Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

<u>20-11 WITHDRAWAL OR REVISION OF PROPOSALS.</u> A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

<u>20-12 PUBLIC OPENING OF PROPOSALS.</u> Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

**20-13 DISQUALIFICATION OF BIDDERS.** A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
- (d) Failure to submit all required official bid forms.

<u>20-14 PROTESTS.</u> Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501

## **GENERAL PROVISIONS**

#### SECTION 30

# AWARD AND EXECUTION OF CONTRACT

<u>30-01 CONSIDERATION OF PROPOSALS</u>. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

<u>30-02 AWARD OF CONTRACT.</u> The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

<u>30-03 CANCELLATION OF AWARD.</u> The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

<u>30-06 EXECUTION OF CONTRACT</u>. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

<u>30-07 APPROVAL OF CONTRACT.</u> Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. This agreement is subject to cancellation pursuant to A.R.S. §38-511.

<u>30-08 FAILURE TO EXECUTE CONTRACT</u>. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

### 30-09 DISPUTE & RESOLUTION.

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

Process for Dispute Resolution: If the Contractor rejects the decision of the County according to Subsection 110.2.2(B), the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in Subsection 110.3.3, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3<sup>rd</sup>) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

#### **GENERAL PROVISIONS**

#### **SECTION 40**

#### SCOPE OF WORK

<u>40-01 INTENT OF CONTRACT.</u> The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

<u>40-03 OMITTED ITEMS.</u> The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90-04.

<u>40-04 EXTRA WORK.</u> Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

#### Scope of Work continued ...

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

#### Scope of Work continued...

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

#### **GENERAL PROVISIONS**

### **SECTION 50**

#### **CONTROL OF WORK**

<u>SO-01 AUTHORITY OF THE OWNER'S ENGINEER.</u> The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

<u>50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS</u>. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

<u>50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS.</u> The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

<u>50-04 COOPERATION OF CONTRACTOR</u>. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

<u>50-05 COOPERATION BETWEEN CONTRACTORS.</u> The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

### Control of Work continued ...

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

<u>50-06 CONSTRUCTION LAYOUT AND STAKES</u>. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

<u>50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.</u> Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

<u>50-08 AUTHORITY AND DUTIES OF INSPECTORS.</u> Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

<u>50-09 INSPECTION OF THE WORK.</u> All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

### Control of Work continued...

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

<u>50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.</u> All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

#### Control of Work continued ...

<u>50-11 LOAD RESTRICTIONS.</u> The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

<u>50-12 MAINTENANCE DURING CONSTRUCTION</u>. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

<u>50-14 PARTIAL ACCEPTANCE.</u> If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

<u>50-15 FINAL ACCEPTANCE.</u> Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

<u>50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.</u> If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

<u>50-17 GUARANTEE OF WORK (ADDITIONAL)</u>. The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

<u>50-18 CONSTRUCTION SCHEDULE.</u> Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

<u>50-19 NEGOTIATIONS</u>. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

**Negotiations With Individual Contractors:** Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- (a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

- (a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.
- (b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

#### **GENERAL PROVISIONS**

#### **SECTION 60**

#### CONTROL OF MATERIAL

<u>60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.</u> The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

<u>60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.</u> All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

## Control of Material continued...

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

<u>60-03 CERTIFICATION OF COMPLIANCE</u>. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- (a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
- (b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

<u>60-04 PLANT INSPECTION</u>. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

## Control of Material continued...

- (a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- (b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- (c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

<u>60-05 OWNER'S FIELD OFFICE AND LABORATORY.</u> The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

<u>60-07 UNACCEPTABLE MATERIALS.</u> Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

<u>60-08 OWNER-FURNISHED MATERIALS</u>. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

# Control of Material continued...

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

## **GENERAL PROVISIONS**

#### **SECTION 70**

## LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

<u>70-01 LAWS TO BE OBSERVED.</u> The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

<u>70-02 PERMITS, LICENSES, AND TAXES</u>. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

<u>70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES</u>. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

<u>70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS</u>. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

<u>70-06 PUBLIC CONVENIENCE AND SAFETY</u>. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

<u>70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS</u>. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the <u>Manual of Uniform Traffic Control Devices for Streets and Highways</u> (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

<u>70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE</u>. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

<u>70-09 RESPONSIBILITY FOR DAMAGE CLAIMS</u>. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

<u>70-10 CONTRACTOR'S INSURANCE</u>. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

# On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

**70-11 THIRD PARTY BENEFICIARY CLAUSE.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

<u>70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK.</u> Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

<u>70-15 FURNISHING RIGHTS-OF-WAY</u>. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

<u>70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS</u>. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

<u>70-17 NO WAIVER OF LEGAL RIGHTS</u>. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

<u>70-18 ENVIRONMENTAL PROTECTION</u>. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

#### **GENERAL PROVISIONS**

#### SECTION 80

## PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-04 CONSTRUCTION LIMITS.** Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of this contract for this project.

**80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50-15.
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20-05.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME (10-13) based on CALENDAR DAYS (10-09) shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

#### Prosecution & Progress continued...

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

<u>80-09 DEFAULT AND TERMINATION OF CONTRACT</u>. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

#### **GENERAL PROVISIONS**

#### SECTION 90

# MEASUREMENT AND PAYMENT

<u>90-01 MEASUREMENT OF QUANTITIES</u>. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

#### Measurement & Payment continued...

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

#### Measurement & Payment continued...

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

<u>90-02 SCOPE OF PAYMENT</u>. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70-17.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

<u>90-03 COMPENSATION FOR ALTERED QUANTITIES</u>. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

<u>90-04 PAYMENT FOR OMITTED ITEMS</u>. As specified in the subsection titled OMITTED ITEMS of Section 40-03, the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

<u>90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.</u> Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

- (a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.
  - The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.
- (b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) <u>Equipment</u>. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
  - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
  - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
  - (3) Quantities of material, prices, and extensions.
  - (4) Transportation of materials.
  - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

<u>90-06 ACCEPTANCE AND FINAL PAYMENT</u>. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50-16.

## Measurement & Payment continued...

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50-16 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.



# **SPECIAL PROVISIONS**

SP-1 TO SP-7

#### **SPECIAL PROVISIONS**

# PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

#### PROPOSED WORK

The work consists of clearing and grubbing, removal of existing structures (e.g., asphaltic pavement, drainage pipe, guardrail,...etc.) interfering with the work, installation of miscellaneous concrete items, keystone walls, corrugated metal pipe, guardrail, dumped rock riprap, asphaltic concrete pavement, aggregate base course and other work as shown within the plans.

## 2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard
   Specifications for Road and Bridge Construction, Edition of 2008,
- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,
- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.
- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

# 3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

#### Special Provisions continued...

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of asbuilt drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

#### 4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

#### Special Provisions continued..

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

# 8. MEASUREMENT AND PAYMENT

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.

#### Special Provisions continued..

G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

#### 9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval.

#### 10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

# 11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements will be obtained by the Owner prior to construction. The Contractor shall be responsible for returning any disturbed areas, not shown as an improvement or change within the plans, to original condition after work has been completed or as otherwise agreed upon with the landowner. No additional cost for this work will be made to the Contractor, the cost being part of the unit cost of construction for the project.

#### Special Provisions continued...

#### 12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

## 13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

## 14. CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that conflict with the proposed work. The Contractor is not responsible for resolving these conflicts. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. A list of all known utility owner contact names and phone numbers is shown within the plans.

The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along, near and crossing roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

# 15. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated or approved by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

#### 16. KEYSTONE WALLS

The Contractor shall be responsible for the design of all Keystone Wall systems shown within the project. The Contractor shall submit all necessary documentation to the Gila County Public Works Director for review and approval prior to construction of said item. The block type shall be Compact II and color shall be "brown".

Special Provisions continued...

### 18. WATERLINE CONSTRUCTION

Waterline construction and all requirements shall be as shown within the plans, specifications and requirements prepared by Verde Engineering Group, PLLC.



# **TECHNICAL SPECIFICATIONS**

T-1 TO T-7

#### **TECHNICAL SPECIFICATIONS**

# PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT PINE, ARIZONA

#### 109 FORCE ACCOUNT WORK

Force Account Work shall be in accordance with Section 109 of the ADOT Standard Specifications unless modified herein.

#### 201 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

#### **201-1 Description:** the first paragraph is revised to read:

The work under this section shall consist of removing and disposing of all vegetation, rubbish, trees, debris and other objectionable matter only from those areas required to install the proposed work unless otherwise shown on the plans or specified in the Special Provisions.

## 201-2 Removal of Disposal Materials: the first paragraph is revised to read:

All materials removed in clearing and grubbing shall be disposed of in locations subject to the OWNER's approval prior to said disposal. Disposal of materials within the project right-of-way or within the project limits is not permitted.

#### 201-4 Method of Measurement: is revised to read:

No measurement shall be made for Clearing and Grubbing.

## 201-5 Method of Payment: first paragraph is revised to read:

The accepted quantities of clearing and grubbing, including all necessary trees, the cost thereof shall be as shown within the bid proposal.

#### 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

#### 203 EARTHWORK

Earthwork shall be in accordance with Section 203 of the ADOT Standard Specifications unless modified herein.

#### 209 FURNISH WATER:

Furnish Water shall be done in accordance with Section 209 of the ADOT Standard Specifications unless modified herein.

### **209-1** Description: add the following paragraph.

Water shall be free of contaminants that in the opinion of the Owner or Owner's Engineer constitute a health hazard.

#### 206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

#### 206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

#### 211 FILL CONSTRUCTION

Fill Construction shall be in accordance with Section 211 of the MAG Standard Specifications unless modified herein or stated within the plans.

#### 301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

#### 303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

#### 321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein. The pavement structural section (upper section) shall require two separate 2-inch lifts (i.e., layers).

# 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein.

#### 340-2 Materials: of the Standard Specifications add the following:

All concrete shall be color tinted using Davis-Color /mix ready/ dry/ color group standard/ San Diego Buff # 5237 mixed at 4 lbs per yard excluding concrete driveways when the existing color is standard concrete.

#### 405 MONUMENTS

Monuments shall be in accordance with Section 405 of the MAG Standard Specifications, except as modified herein or within the plans.

#### 607 ROADSIDE SIGN SUPPORTS

Roadside Sign Supports shall be in accordance with Section 607 of the ADOT Standard Specifications unless modified herein.

#### 608 SIGN PANELS

Sign Panels shall be in accordance with Section 608 of the ADOT Standard Specifications unless modified herein. Unless otherwise noted within the plans all sheeting shall be per ADOT Traffic Engineering PGP, Section 380, latest edition.

#### 621 CORRUGATED METAL PIPE AND ARCHES

Corrugated Metal Pipe and Arches shall be in accordance with Section 621 of the MAG Standard Specifications unless modified herein.

#### 701 MAINTENANCE AND PROTECTION OF TRAFFIC

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

**701-3.08** Changeable Message Board: the first sentence of the first paragraph is revised to read:

The Contractor shall furnish two message boards to be placed in a location(s) as designated by the Owner prior to construction and relocated during construction as required by the Owner.

#### 708 PAINTED PAVEMENT MARKINGS

Painted Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications unless modified herein.

#### 760 COATING CORRUGATED METAL PIPE AND ARCHES

Coating Corrugated Metal Pipe and Arches shall be in accordance with Section 760 of the MAG Standard Specifications unless modified herein.

#### **760-1 General**: the last sentence is revised to read:

The size and type of the pipe to be furnished shall be as specified on the project plans. The thickness of all pipe, unless otherwise states within the project plans, shall be 0.064 inches.

## 810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan shall be required for this project as the estimated disturbed area is equal to or greater than 43,560 square feet.

Erosion Control shall be in accordance with Section 810, Erosion Control and Pollution Prevention, of the ADOT Standard Specifications, unless modified herein and shall be known as SWPPP herein.

#### 810-1 Description: is revised to read:

The Contractor is required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) and an Arizona Pollutant Discharge Elimination System (AzPDES) permit to the Arizona Department of Environmental Quality and provide the Owner with a copy of all correspondence demonstrating that all requirements and approval to begin the work has been met.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Engineer will immediately notify the Contractor of such non-compliance.

#### 810-2.03 Riprap and Rock Mulch: is revised to read:

Rock check dams or similar methods using rock rip rap or rock mulch shall not be used for erosion control methods on this project. The Contractor shall employ the methods as described within Section 810-2.02 of the ADOT Standard Specifications.

#### 810-4 Method of Measurement: is revised to read:

No measurement shall be made for Erosion Control and Pollution Prevention (SWPPP). The contract unit of measurement shall be lump sum.

#### 810-5 Basis of Payment: is revised to read:

Payment for Erosion Control and Pollution Prevention (SWPPP) shall be lump sum and shall be full compensation for work necessary to complete said Erosion Control and Pollution Prevention (SWPPP) including all necessary permits, plans, and documentation.

#### 901 MOBILIZATION

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.

#### 905 GUARD RAIL

Guard Rail shall be in accordance with Section 905 of the ADOT Standard Specifications.

#### 913 BANK PROTECTION

Bank Protection shall be in accordance with Section 913 of the ADOT Standard Specifications unless modified herein.

## 925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

#### 925-1.01 As-Builts: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of all portions of the work including but not limited to; pavements: centerline and edges where superelevation occurs; keystone walls: the alignment and elevation of all concrete footings for wall(s); beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and all points necessary to locate all concrete and other related work as shown within the plans (e.g., sidewalk, ramps including but not limited to changes in elevation, curbing, gutter flowline, concrete stairs, pavement, handrails...etc.), guardrail, pavement along all mainline roadways (i.e., not including private driveway features), all culvert pipe including at driveways, storm drain systems,....etc. The survey work shall be performed and certified by an Arizona registered Professional Land Surveyor. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

- A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.
- B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

#### 925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Builts. The contract unit of measurement shall be lump sum.

#### 925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Builts shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-builts.



# \*Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.\*

## **CONTRACT FORMS**

3 5-6
C-2

#### **PROPOSAL**

#### TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:
The following Proposal is made for the BID NO. 111311-1, PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA, in the County of Gila in the State of Arizona.
The following Proposal is made on behalf of

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

#### Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within one hundred and eighty (180) Calendar Days of the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:		
Corporate Name:	SEAL)	
	State of:	
By (Signature):	Date:	
President:		
Treasurer:		
If by a Firm or Partnership:		
Firm or Partnership Name:		

<u>Proposal continued</u>		
Firm or Partnership Address:		
By (Signature):		
Name and Address of Each Member:		
lf by an Individual:		
Signature:	Date:	

#### **BIDDING SCHEDULE**

# PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name:	
TOTAL CONTRACT PRICE, for the sum of \$	
WRITTEN TOTAL CONTRACT PRICE	
	Dollars
andCents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

## BIDDING SCHEDULE

Firm Name:	

# COST SUMMARY BREAK DOWN ROADWAY ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
109	Force Account Work	L.S.	1	\$100,000	\$100,000
201.1	Clearing and Grubbing	L.S.	1		
202.1	Remove Misc. Structures and Obstructions	L.S.	1		
203	Earthwork	L.S.	1		
211	Fill Construction	L.S.	1		
301	Subgrade Preparation	S.Y.	16,215		4.4
310	Aggregate Base Course - ADOT Class II	C.Y.	3,240		
321	Asphaltic Concrete - MAG	Ton	3,679		
340.1	Concrete Driveway	S.F.	1,762		
340.2	Concrete Headwall, ADOT B-11.11	EA.	1		
340.3	Concrete Wall*	S.F.	372		
340.4	Concrete Half-Barrier, ADOT Std. Dtl., C- 10.50	L.F.	96		
340.5	Concrete Half-Barrier Transition, ADOT Std. Dtl., C-10.75	L.F.	40		
405	Survey Monument	EA.	16		
501	Cement Treated Slurry	C.Y.	20		
511	Keystone Wall, Compact II Block*	S.F.	2,750		
607.1	New Sign Panel, STOP, R1-1, 36"x36"	EA.	1		

# **COST SUMMARY BREAK DOWN ROADWAY ITEMS** continued

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
607.2	New Sign Panel, STOP, R1-1, 30"x30"	EA.	5		
607.3	New Sign Panel, HILL BLOCKS VIEW, W7-6, 30"x30"	EA.	2		
607.4	New Sign Panel, 20 MPH, W13-1, 24"x18"	EA.	4		
607.5	New Sign Panel, 15 MPH, W13-1, 24"x18"	EA.	1		
607.6	New Sign Panel, SPEED LIMIT 25, R2-1, 24"x30"	EA.	3		
607.7	New Sign Panel, winding road symbol, W1-5, 30"X30"	EA.	2		
607.8	New Sign Panel, roadway turn symbol, W1-1L, 30"X30"	EA.	1		
607.9	New Sign Post and Foundation - ADOT S- 1 (non-slip)	EA.	15	A-1-2-49-2	
621.1	Pipe, Corrugated Metal, 12"	LF	. 75		
621.2	Pipe, Corrugated Metal, 15"	LF	780		
621.3	Pipe, Corrugated Metal, 24"	LF	160		
621.4	Pipe, Corrugated Metal, 42"	L.F	88		
621.5	Pipe, Corrugated Metal, 28"x20"	LF	141		
621.6	Pipe, Corrugated Metal, 49"x29"	LF	48		
621.7	Pipe, Smooth Wall Metal, 24"	LF	255		
621.8	Flared Metal End Section, 24", ADOT Std. Dtl. C-13.25	EA.	2		
708.1	Permanent Pavement Marking (Painted)(White)(4" Equiv)	LF	63		
708.2	Permanent Pavement Marking (Painted)(Yellow)(4" Equiv)	LF	13,751		
708.9	Maintenance and Protection of Traffic	L.S.	1		
810	Erosion Control and Pollution Prevention (SWPPP)	L.S.	1		

## **COST SUMMARY BREAK DOWN ROADWAY ITEMS** continued

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
901	Mobilization	L.S.	1		
903.1	Dumped Rock RipRap, D50=9"	C.Y.	543		
903.2	Gabion Mattress	C.Y.	28		
905.1	Guardrail	LF	13	·	
905.2	Guardrail, End Terminal, ET-PLUS	EA.	4		
905.3	Guardrail, End Anchor, ADOT Std. Dtl. C- 10.08	EA.	1		
925	Construction Survey and Layout and Asbuilts	L.S.	1		
			Total Base	Bid Roadway	

<sup>\*</sup>wall items are measured in square foot face of wall

## **COST SUMMARY BREAK DOWN WATERLINE ITEMS**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
1	2" PVC Watermain	40	LF		
2	4" PVC Watermain	30	LF		
3	6" PVC Watermain	40	LF		
4	8" PVC Watermain	5,032	LF		
5	2" Tap and Valve, Box & Cover	1	EA		
6	2" Valve, Box & Cover	1	EA		
7	4" Valve, Box & Cover	1	EA		
8	6" Valve, Box & Cover	3	EA		tankan yang dalam Perusanan dalam da
9	8" Valve, Box & Cover	15	EA		
10	8" x 4" Tee	1	EA		
11	8" x 8" Tee	3	EA		4
12	6" x 6" Tee	1	EA		
13	8" x 6" Tee	3	EA		
14	6" X 2" Reducer	1	EA		
15	8" x 4" Reducer	3	EA		
16	Watermain Sample Tap	6	EA		
17	8" x 22.5° Bend	1	EA		
18	8" x 90° Bend	2	EA		
19	6" x 90° Bend	2	EA		
20	6" Fire Hydrant Complete	9	EA .		

# COST SUMMARY BREAK DOWN WATERLINE ITEMS continued

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
21	Blow-Off Valve	1	EA		
22	Air Release Valve	1	EA		
23	6" X 6" Tapping Sleeve and Valve, Box & Cover	1	EA		
24	6" Check Valve, Box & Cover	1	ĒΑ		
25	8" Check Valve, Box & Cover	1	EA		
26	2" Water Service & Tap, Cap @ R/W	2	EA		
27	1" Water Service & Tap, Cap @ R/W	8	EA		
28	1" Double Water Service & Tap, Cap @ R/W	9	EA		
29	Cap Watermain for Future Connection	6	EA		
30	Connect to Existing Watermain	1	EA	***************************************	
31	Construction Survey	1	EA		
32	QA/QC	. 1	EA		

**Total Base Bid Waterline** 

#### GILA COUNTY

SURETY (BID) BOND (Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, t	he undersigned,				
ac Principal haming Co. 12 1.1 m.	,				
a corporation duly organized under the laws of the State of					
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.					
WHEREAS, the Principal is herewith submitting its proper	osal for:				
BID NO. 111311-1, PINE CREEK CANYON R	OAD RECONSTRUCTION PROJECT, PINE				
NOW THEREFORE, if the Obligee, acting by and through Principal and the Principal shall enter into contract with the and give such bonds and certificates of insurance as masufficient surety for the faithful performance of such confumished in the prosecution thereof, or in the event of the such bonds and certificates of insurance, if the Principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified in the principal penalty of the bond between the amount specified	y be specified in the contract documents with good and stract and for the prompt payment of labor and material failure of the Principal to enter into such contract and give shall pay to the Obligee the difference not to exceed the oposal and such larger amount for which the Obligee may work covered by the proposal then this obligation is void ever, that this bond is executed pursuant to the provisions termined in accordance with the provisions of the section				
Principal	Surety				
Ву	By Attorney-in-Fact				
Title	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20				
	My commission expires:				
	Notary Public				

# GILA COUNTY QUALIFICATION AND CERTIFICATION FORMS

#### <u>Purpose</u>

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

#### Contract Number 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor:				
2.	Had Contractor (under its present or any previous name) ever failed to complete a				
*****	contract?				
	YesNo. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.				
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.				
4.	Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)?YesNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.				

- 5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractors Firm.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

ь.		ating in Arizona:
	business' computed loss ratio and dete	ensation Insurance (NCCI) uses to measure a ermine a factor, which when multiplied by wer losses. E-mod rate may be a determining
	factor in bid award.	wer rosses. E-mod rate may be a determining
7.	<b>Current Arizona Contractor License Numbe</b>	er;
	Signatu	re of Authorized Representative
	Printed	Name
	Titlo	

# GILA COUNTY REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

#### References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1.	Company:	
	Contact:	
	Phone:	
	Address:	
า	Commence	
۷.	Company:	
	Contact:	
	Phone:	
	Address:	
3.	Company:	
	Contact:	
	Phone:	
	Address:	
4.	Company:	
	Contact:	
	Phone:	
	Address:	
		Name of Business
		Signature of Authorized Representative
		o and or managed hepresentative
		Title

# AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA )	
COUNTY OF: )ss	
(Name of Individual)	
being first duly sworn, deposes and says:	
That he is	Tial
(	(THE)
of(Name	e of Business) and
That he is properly prequalified by Gila Cor ROAD RECONSTRUCTION PROJECT, PINE, AI	unty for bidding on BID NO. 111311-1 PINE CREEK CANYO RIZONA and,
That pursuant to Section 112 (C) of T	"itle 23 USC, he certifies as follows:
That neither he nor anyone associate	ed with the said
(Name	of Business)
has, directly or indirectly entered into any ag action in restraint of free competitive bidding	reement, participated in any collusion or otherwise taken ang in connection with the above mentioned project.
•	Name of Business
	Ву
	Title
Subscribed and sworn to before me this	day of
Notary Public	My Commission expires:

# GILA COUNTY CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for BID NO. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

Yes	it is my intention to subcontract a portion of the work.					
No	it is not my intention to subcontract a portion of the work.					
	Name of Business					
	Signature of Authorized Representative					
	Title					

#### **BIDDERS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

#### **CHECKLIST:**

REQUIRED D	<u>OCUMENT</u>		<u>(</u>	OMPLETED/EXE	CUTED
Proposal					**************************************
Bidding Sch	edule	•		***************************************	
Surety (Bid)	Bond				
Qualificatio	n & Certificati	on Form			-
Reference L	ist				
Affidavit of	Non-Collusion				<del></del>
Subcontract	tor Certificatio	n			······································
Contract					<del></del>
Bidders Che	cklist & Adder	nda Acknowled	dgment		<del></del>
					·
CKNOWLEDGM					
Initials/ Date	#1	#2	#3	#4	#5
Signed and da	ted this	day (	of	, 20	12.
			ONTRACTOR		
			Y:		44

Each proposal shall be sealed in an envelope addressed to Gila County Engineering Services and bearing the following statement on the outside of the envelope: Proposal to Construct: PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, Gila County Arizona, Bid No. 111311-1. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 1<sup>st</sup>, 2012, 11:00 a.m.

#### GILA COUNTY CONTRACT NO. 111311-1

THIS AGREEMENT, made and entered into this day of	
2012, by and between Gila County, a political subdivision of the State of Arizona	, party of the first
part, hereinafter designated the <b>OWNER</b> , and	of the City of
, County of, State of Arizona, party of	the second part,
hereinafter designated the CONTRACTOR.	, ,

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for Bid No. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III - SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - Contractor shall provide coverage with limits of liability not less than those stated below:

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

0	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
6	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000.000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to

liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department**, **1400** E. **Ash St.**, **Globe**, **AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within no later than ten (10) Days of the Notice To Proceed, and shall be completed within the following limits:

#### **SCHEDULE:**

For construction in the contract documents, the project shall be completed within **One Hundred** and Eighty (180) Days of the Notice To Proceed.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

#### **WORK ITEM**

#### DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$1,300.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511 and GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT.

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before thirty (30) days after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221(A)(2).

In order to receive payment the Contractor shall have a current W-9 Form on file with the County unless required by law.

All invoices submitted by the Contractor shall include at least the following but not be limited to:

- Purchase Order Number
- Contract Number
- Project Title
- Invoice Number
- Vendor Name and Address
- Description of Service

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

ARTICLE X – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE XI – ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

<b>IN WITNESS WHEREOF</b> , three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.					
In return for the performance of this Contract by amount of \$\frac{\\$}{\}\$ INCLUDI schedule as described in the Contract document change orders and by final quantities.	ING ALL APPLICABLE TAXES through a navment				
The <b>Contractor</b> agrees that this contract, as awar that payment for the total work will be made on the Proposal and attached Bidding Schedule for:	ded, is for the following work, and understands the basis of the indicated amount(s), as bid in				
	RECONSTRUCTION PROJECT 111311-1				
OWNER:	CONTRACTOR:				
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature				
	Print Name				
ATTEST:					
	Witness (If Contractor is Individual)				
Marian Sheppard, Chief Deputy Clerk of the Board					
APPROVED AS TO FORM:					
Brian B. Chambers, Chief Deputy County Attorney for Daisy Flores, County Attorney					

# STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEI	N BY THESE PRE	SENTS:		
That,	The second secon			
			, (hereinafte	r called the Principal), as Principal,
and				
(nereinafter called )	Surety), a corporatio	n duly organized and e	existing the laws of	the State of
builty, are note at	te of authority to transfer of authority to transfer of authority to the control of the control	ansact surety business ito Gila County (herei	in Arizona issued inafter called the	loce in the city of by the Director of the Department of Insurance, as Obligee) in the amount of (100% OF CONTRACT
Principal and Suret these presents.	y bind themselves, a	nd their heirs, adminis	trator, executors, si	), for the payment whereof, the said uccessors, and assigns, jointly and severally, firmly by
NOW, THe perform and fulfill a contract and any est contract, and shall authorized modifical waived; then the about PROVIDE Arizona Revised Stand Article, so the eart The prevait fixed by a judge of the contract of the prevait of the prevait fixed by a judge of the contract of the prevait of the prevail o	art the undertakings extension thereof, walso perform and for ations of said controve obligation shall ED, HOWEVER, that the said at the said at the said the said the said of the court.	condition of TE, covenants, terms, con ith or without notice alfill all the undertaking act that may hereafter be void, otherwise to report this bond is executives on this bond shall accopied at length hereion this bond shall recontinuous control of the control	oditions and agreen to the Surety, and ngs, covenants, ter r be made, notice emain in full force ted pursuant to the be determined in n. ver as a part of the	e provisions of Title 34, Chapter 2, Article 2, of the accordance with the provisions of said Title, Chapter e judgment such reasonable attorneys' fees as may be
Witness ou	ır hands this	day of	, 20	<u>.</u> •
Principal	Seal			
Surety	Seal			By:
Agency of Record	APPLICATION OF THE PROPERTY OF			By:
Arizona Countersig	gnature		· · · · · · · · · · · · · · · · · · ·	Agency Address
Address			· remark	

Phone Number

# STATUTORY LABOR AND MATERIALS BOND PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES (PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

That,	N BY THESE PRES	ENTS:		
inai,				
			Chereinafte	er called the Principal), as Principal,
and		,	(nevernario	o cance the trincipally, as i illicipal,
(hereinafter called S	Surety), a corporation	duly organized and existing	g the laws o	f the State of
			its princi	ipal office in the city of
	holdin	ig a certificate of authority t	o transact si	urety business in Arizona issued by the
Director of the Department	artment of Insurance	, as Surety, are held and firm	ıly bound u	into Gila County (hereinafter called th
Obligee) in the a	mount of (100% o	of Contract Amount)		dollar
(ðadministrator, execu	], for the payme	nt whereot, the said Princi	pal and Su	rety bind themselves, and their heir
WHEREA	S the Principal has	assigns, jointly and several	ly, firmly by	y these presents.
CANYON ROAD	RECONSTRUCTION	Agreed to enter into a certa	un contract	with the Obligee for: PINE CREE! hich contract is hereby referred to an
made a part hereof a	s fully and to the sar	ne extent as if copied at leng	ith berein	men contract is nereby referred to an
NOW, TH	EREFORE. THE	CONDITION OF THIS O	gui nereni. RUCATIO	N IS SUCH, that if the said Principa
shall faithfully perfo	orm and fulfill all the	e undertakings, covenants	erms, cond	itions and agreements of said contra
during the original to	erm of said contract:	and any extension thereof, v	ith or with	out notice to the Surety, and during th
me of any guaranty	required under the	contract, and shall also pe	rform and f	fulfill all the undertakings, covenant
terms, conditions, ai	nd agreements of any	y and all duly authorized me	odifications	of said contract that may be reafter b
made, notice of wh	ich modifications to	the Surety being hereby w	vaived; the	n the above obligation shall be voice
otherwise to remain	in full force and effe	ect;		
PROVIDE	D, HOWEVER, th	at this bond is executed pr	irsuant to t	he provisions of Title 34, Chapter 2
article 2, of the Aff	zona Revised Statute	es, and all liabilities on this	bond shall	be determined in accordance with the
The prevail	ling party in a cuit of	icle, so the extent as if they	were copied	t at length herem. e judgment such reasonable attorney
fees as may be fixed	by a judge of the co	urt.	a pan oi in	e judgment such reasonable attorney
•				
withess ou	r nangs this	day of	, 20	
Principal	Seal		•	Ву:
Surety	Seal		***************************************	By:
Agency of Record			2000 d da de constante de const	Agency Address
agency of Record				tingent, thankens
Arizona Countersig	nature			
Address			·	
Phone Number			,	

# GILA COUNTY CONTRACT PERFORMANCE WARRANTY

I,, representing
(company name)
do hereby warranty the work performed for the:
PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA,
for a period of two (2) years from completion of said work.
Said work shall be free from defects which would cause the work not to perform in it's intended manner.
Officer, Partner, Owner) Date

### (Rev. October 2007 Department of the Treasury Internal Revenue Service

### Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)					
evi on						
age	Business name, if different from above					
LC C						
pe ons	Check appropriate box: Individual/Sole proprietor Corporation Partnership					
or ty tructio	Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=p  Other (see instructions) ▶	artnership) 🕨		Exempt payee		
Print lic Ins	Address (number, street, and apt. or suite no.)  Requester's		's name and address (optional)			
Print or type See Specific Instructions on page	City, state, and ZIP code					
e e	List account number(s) here (optional)					
- 0						
Par	Taxpayer Identification Number (TIN)	······································				
Entor	TINI to All					
backu	your TiN in the appropriate box. The TIN provided must match the name given on Line 1 up withholding. For individuals, this is your social security number (SSN). However, for a respectively an element of the contraction of	to avoid	Social security	number		
anan,	sole proprietor, or distegarded entity see the Part Linetractions on page 2. For attacking	ut ee e	<u> </u>			
your e	employer identification number (EIN). If you do not have a number, see How to get a TIN o	n page 3.		or		
Note. numbe	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	9	Employer ident	ification number		
Part	Certification					
Under	penalties of perjury, I certify that:	10.11	-	***************************************		
1, Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting	r for a numb	aar ta ba laasia	و بالاستانسة است		
Z. Ta	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal notified me that I am no longer subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has					
3. la	im a U.S. citizen or other U.S. person (defined below).					
Certifi withho For mo arrange	ication instructions. You must cross out item 2 above if you have been notified by the IR olding because you have failed to report all interest and dividends on your tax return. For report gage interest paid, acquisition or abandonment of secured property, cancellation of deberement (IRA), and generally, payments other than interest and dividends, you are not requirely your correct TIN. See the instructions on page 4.	ear estate tr	ansactions, ite	m 2 does not apply.		
Sian	Cianal					

### U.S. person ▶ General Instructions

Signature of

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or

Date >

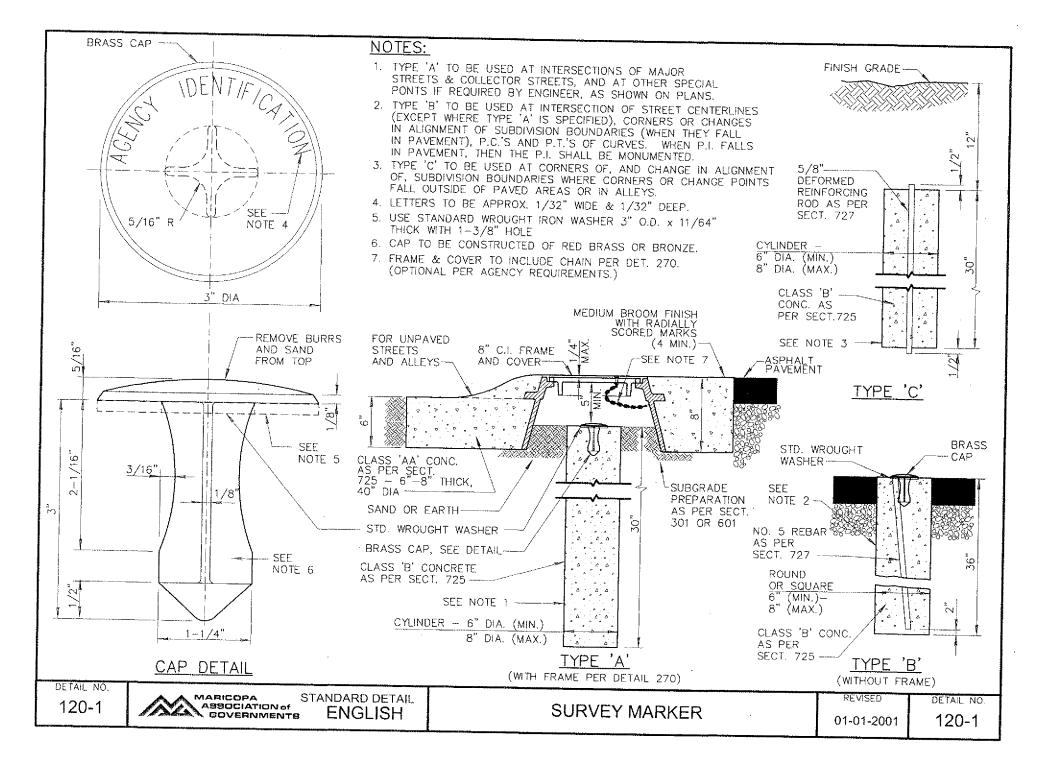
 A domestic trust (as defined in Regulations section 301.7701-7).

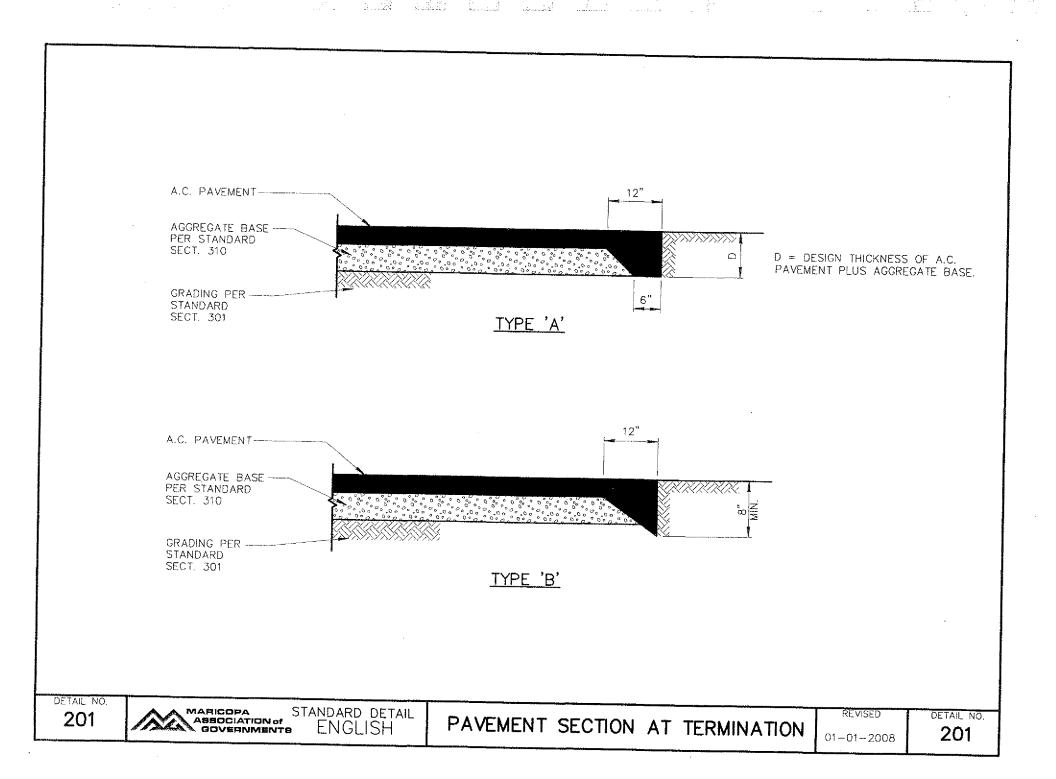
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

# SECTION VI NOTED STANDARD DETAIL DRAWINGS

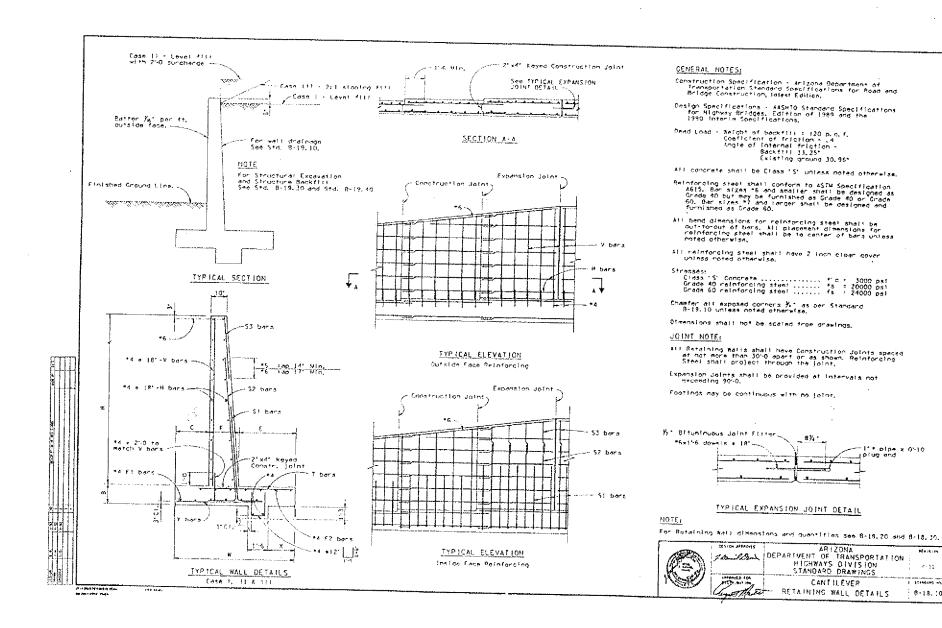




1.77 "a" bark equally 'a ' bars equally spaced. spaced. PLAN PLAN 5000 Aquatty PLAN See B-11, 10 for Bolt Details, ... 3170 BEVEL DETAIL FOR CMP Dut-off wall for down sineam headwall where required. See Project flams for need and depth of cutoff wall. Cut-off wall for down stream headwall where required. See Project Plans for head and depth of cutoff wall, ELEVATION ELEVATION SINGLE PIPE HEADWALL DOUBLE PIPE HEADWALL -Bottoner ELEVATION 1 Approximate Quantifies L HEADWALL Olerens tong Single Pipe Hausti. South's Pipe Houst, Logi. Pipe Houst. Core. taird. Concu Antas. for General Notes and Chamfer Datell See Std. 8-14.10. ¢. r. Lbs. £. y. ths. C.Y. Lbs. C. 1, 111 1.2 60 74 1, 4 2, 0 73 2.4 Concrete pipe shown. Corrugated metal pipe similar. 1.6 30 7.0 2.6 100 High point of headwall shall not project more than 3' above stope. 116 3, € (13) 1.7 (60 135 Att concrete shall be Class 181, f1c=2500 psi. Ouantitles do not include out-off wait. All reinforcing bars are \*4. Optional Constr. Ut.~ for 3 or more bloss, add quantities snown for each additional pipe to Double Pipe Haddwdig quantity. Add one 'a' bar to double bips headwall total and increase is bar length by Dimension E for each additional pipe. Seletercing 8 bers B. Stopie Pine Couble Pine C. Rescents Stopie Pine Couble Clas | New Dimension E equals pipe spacing. DEPARTMENT OF TRANSPORTATION --Curroff wall for down Streem treadwall where 4+4" HIGHWAYS DIVISION required. STANDARD DRAWINGS ia i bans SECTION A-A INLET and OUTLET HEADWALLS | TIME NO. 18-11.11 18' to 42' PIPES Property and the

100 mg

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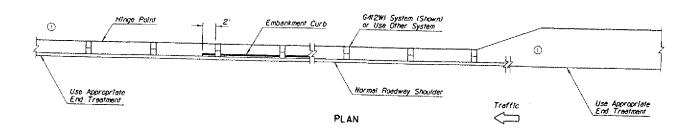


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8-18.10

[IO] Of converse of the conver		
PERCHAPITAN OF REASTONS	MADE OT	Date
I MODIFIED PLAN MER GRAPHICS/REMOVED MINTH DIMENSION	ALF.	9/04
2] REVISED GENERAL NOTES 3 & 4	RLF	3/04
31 MODIFIED STANDARD DRAWING TITLE	RLF	9/04
4 REVISED SECTION VIEW TITLE	RLF	7/05

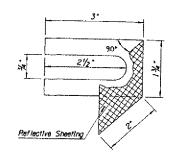


and the state of the control of the

# See Subgrade/Slope Hinge Treatment Detail Std Dwgs C-02.10. C-02.20, or C-02.30 Normal Shoulder Width See Reflector Tab Data! G4I2WI System (Shown) or Use Other System Normal Slope Slope as Required Subgrade Embankment Slope TYPE A SECTION

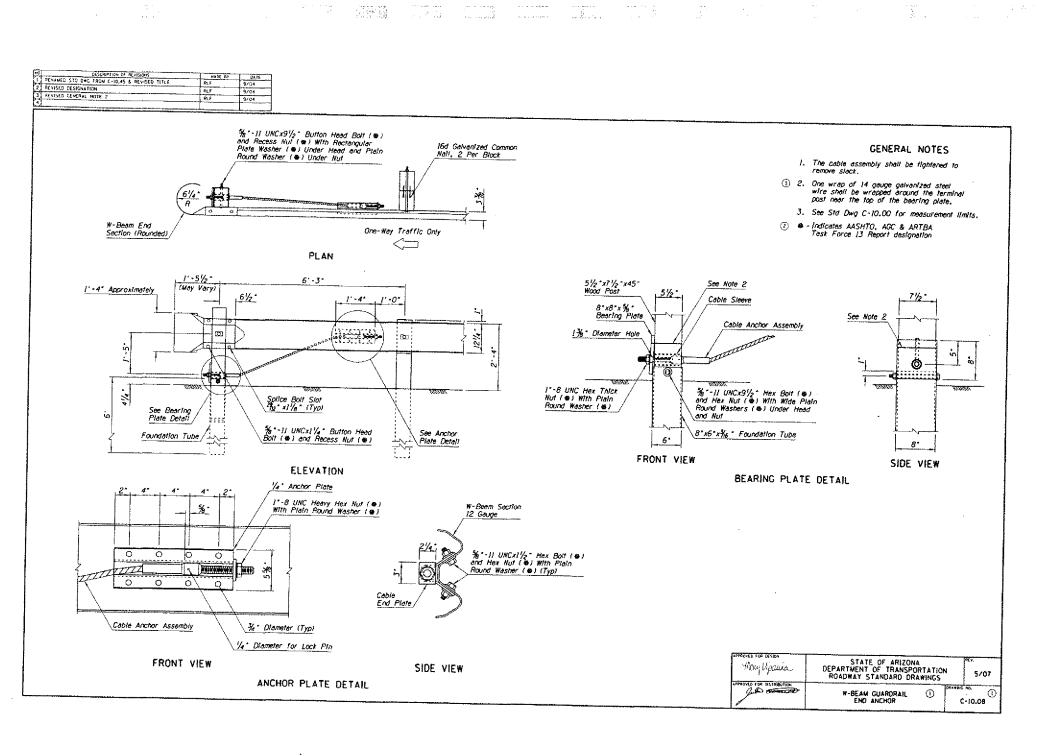
### GENERAL NOTES

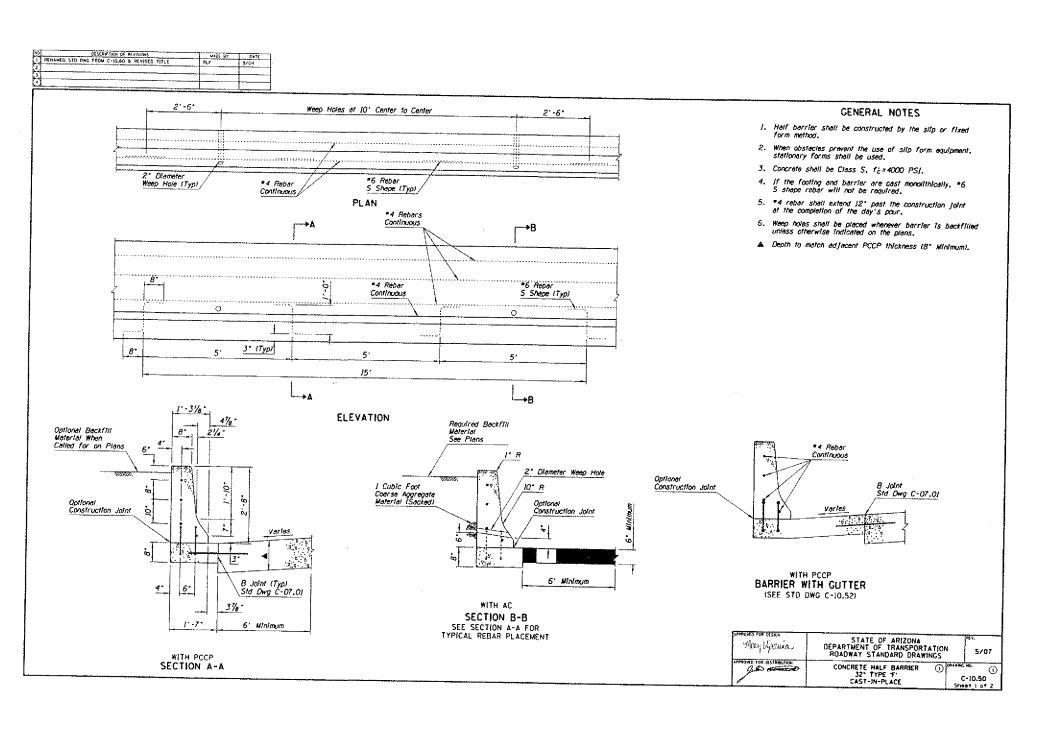
- All embankment curb shall be protected by guardrali.
- Guardrall shall extend beyond the limits of embankment curb.
- ② 3. See Std Dwg C-10.00 for measurement limits,
- 4. See Std Specs 703, 905 and 1012-3 for reflector tab and show marker materials, reflective sheeting, and specing requirements.
  - ▲ Top of Rell = 28\* See General Note | Std Dwg C-10.03

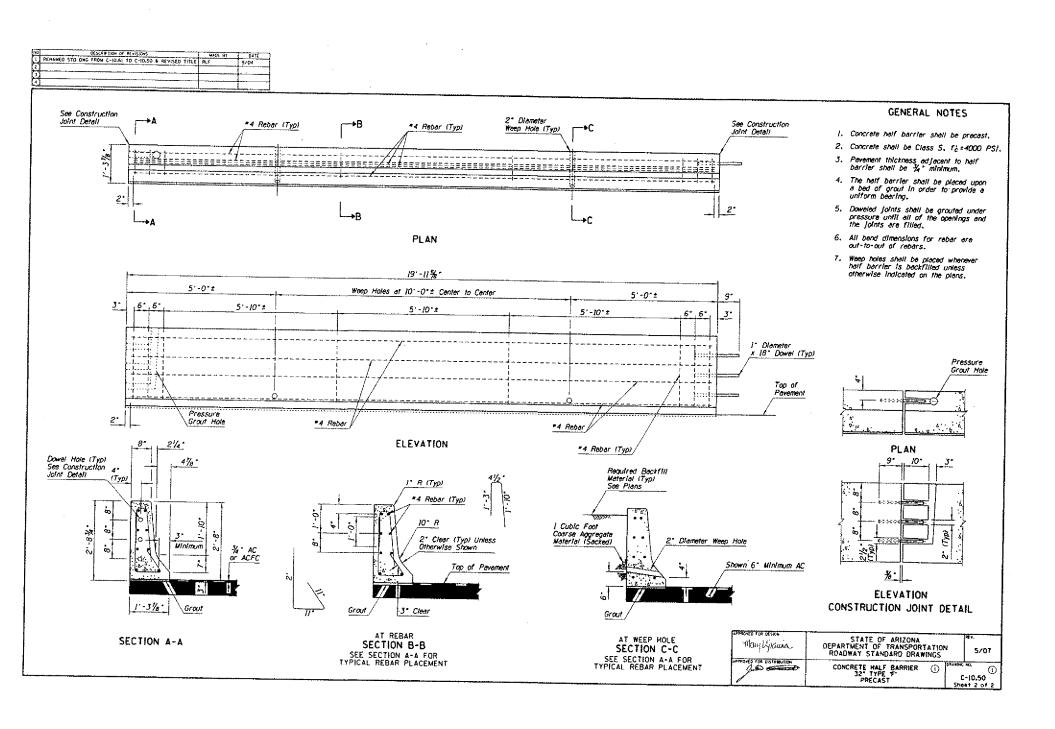


REFLECTOR TAB DETAIL

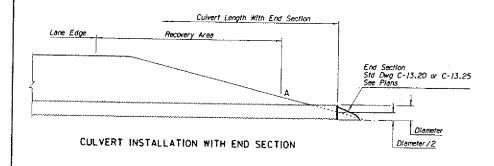
Many Lyama	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	5/07
PROVIDE FOR DISTARBUTION	CUARDRAIL INSTALLATION TYPE A AND REFLECTOR TAB	C+10.01



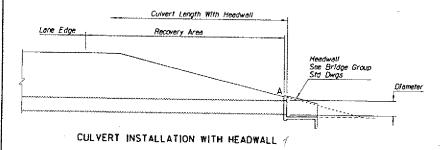


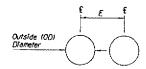


TAPE TO SEE THE PROPERTY OF TH		
MO BESCHIPTION OF REVISIONS	MADE BY	DATE
I REISSUED STANDARD DRAWING	ALF	7/05
2)	******	
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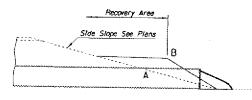


MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL			
Olameter or Span ((n) E (Ft-In)			
18	2-6		
24	3-0		
30	3-9		
36	4-6		
42	5-3		
48 to 66	0D + 3-0		
72 and Over	OD + 3-0		

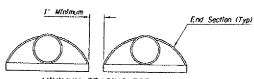




MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL



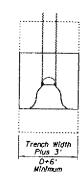
PIPE WITH BERM REQUIREMENT DETAIL
See General Note 4



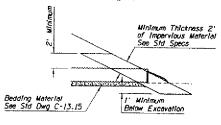
MINIMUM SPACING FOR MULTIPLE PIPES WITH END SECTIONS

### GENERAL NOTES

- See plans for any regulred inlet and/or outlet protection.
- E dimension applies to both non-trench and trench conditions.
- Minimum cover over pipe culverts shall be 1', measured from the top of pipe.
- See Pipe Berm Requirement Detail for pipe berm requirements and Std Dwg C-03,10 for Installation, if Point A is within the recovery area, then a pipe berm its required and Point B is set at the edge of the recovery area.
- 5. Slope plating shall conform to Std Spec 501.



PLAN

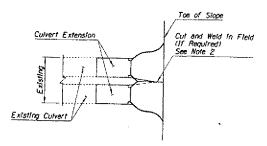


### ELEVATION

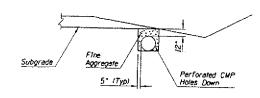
### SLOPE PLATING FOR PIPE WITH END SECTIONS

Man Vipania	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	5/07
APPROVED FOR DISTINGUISION		

NO DESCRIPTION OF REVISIONS	water Ry	8592····
1) MEH GENERAL NOTE 2	PLF	9/04
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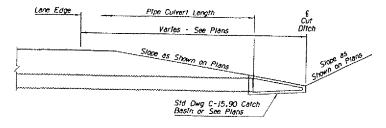
SPECIAL MULTIPLE PIPE END SECTION DETAIL FOR PIPE CULVERT EXTENSIONS ONLY



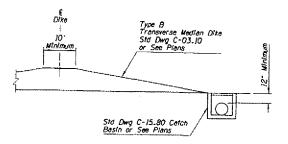
PERFORATED CMP INSTALLATION

### GENERAL NOTES

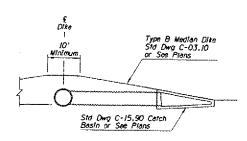
- Minimum cover over pipe culverts shall be 12°, measured from the top of pipe,
- After welding, the damaged coating shall be cleaned by a wire brush and painted with at less tone full coat of Paint Number 4, or given two coats of an approved hot asphall paint, as directed by the Engineer.



PIPE AND CATCH BASIN INSTALLATION AT SAG CONDITION OF CUT DITCH

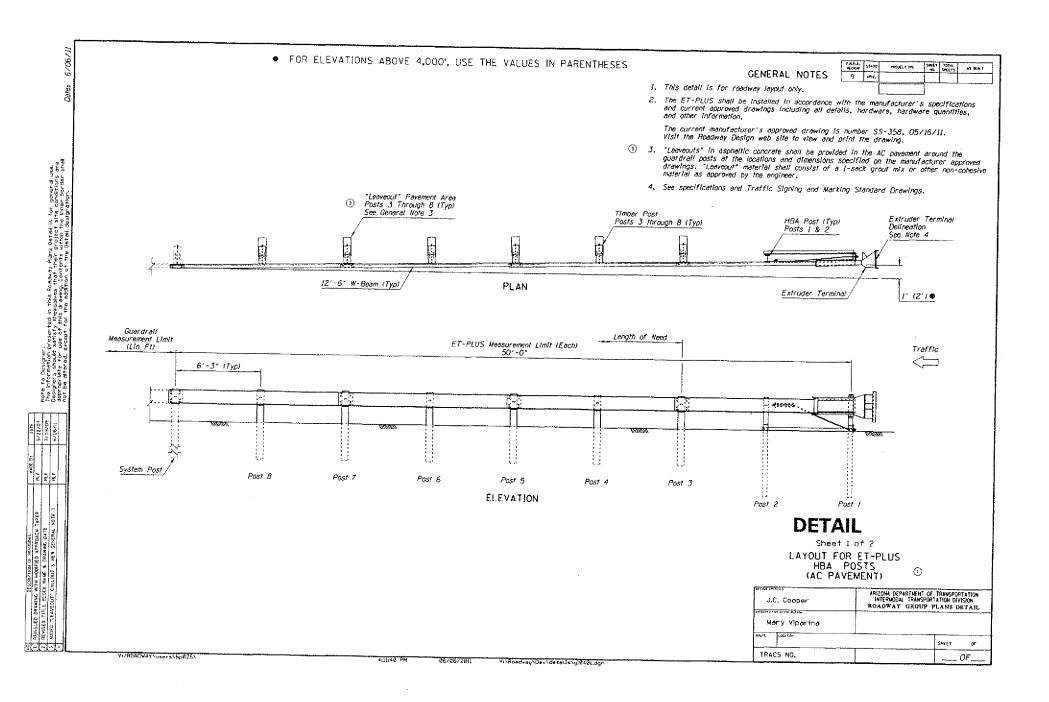


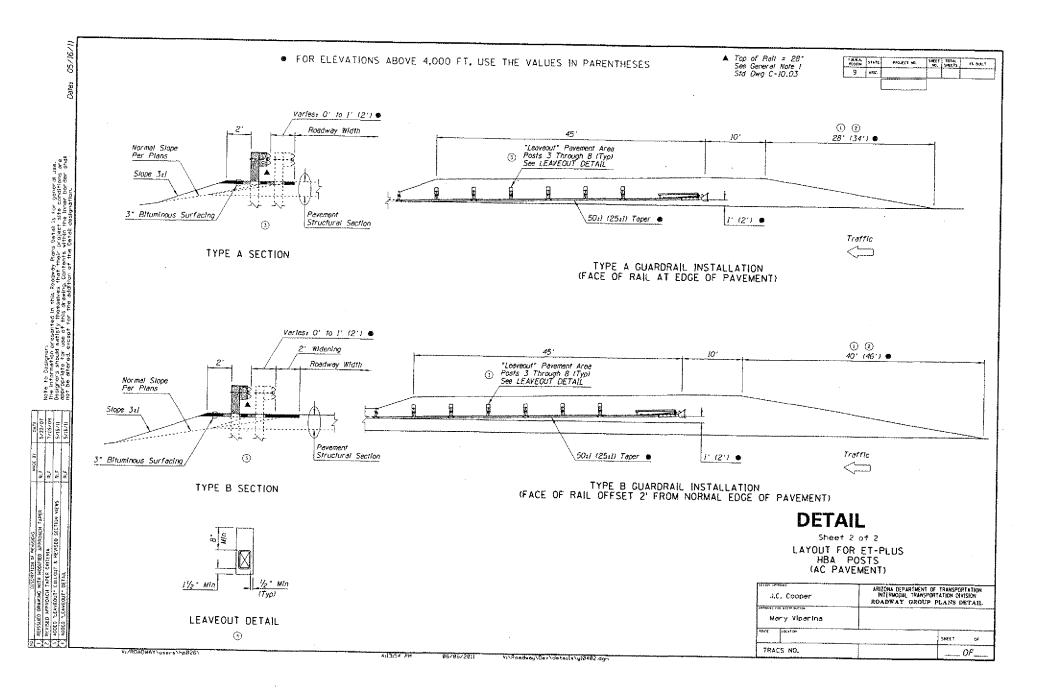
PIPE AND CATCH BASIN INSTALLATION AT BASE OF TRANSVERSE DIKE



PIPE AND CATCH BASIN INSTALLATION AT FACE OF TRANSVERSE DIKE

Macy Upawa	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	ų	8ev. 5/07
APPROPRIED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION		NO. C-13.10 et 2 of 2







(928)684-3091 OFFICE

FAX (928)684-3403

# CONCRETE CONTRACTING GRADING & PAVING COMMERCIAL

January 4, 2013

Gila County Michael Gillette, Project Manager 1400 E. Ash Globe, AZ 85501

Re:

Pine Creek Canyon Road Reconstruction Project

Final Cost analysis of Differing Site Conditions Due to Utility Conflicts

Dear Mr. Gillette,

Now that the above mentioned project is complete and the total project costs are finalized! have completed a cost analysis of the delays that Carson Construction, Inc. incurred due to the various utility conflicts encountered from June 25, 2012 thru October 18, 2012. Carson Construction, Inc. incurred a 50% reduction in production rates during this time period; therefore Carson Construction, Inc. is submitting the following additional costs to Gila County as a claim for Differing Site Conditions. The total additional equipment and labor cost was \$155,019.38. The following is a cost breakdown of this additional cost, showing the equipment and labor costs prior to August 14, 2012 and the equipment and labor costs after August 14, 2012, per your request.

Equipment Cost 6-25-2012 to 8-13-2012	\$ 30,895.71
50% of Labor Cost 6-25-2012 to 8-13-2012	\$ 17,671.75
Equipment Cost 8-14-2012 to 10-18-2012	\$ 85,855.40
50% of Labor Cost 8-14-2012 to 10-18-2012	\$ 20,596.52

Total Additional cost from 6-25-2012 to 10-18-2012

\$ 155,019.38

I've attached spreadsheets detailing all of the above equipment costs. The attached equipment costs spreadsheets are calculated at standby rates in accordance with the Arizona Department of Transportations guidelines for idled equipment, which is ½ or 50% standard rental rates.

Thank you for your time. If you need any additional information please feel free to contact me at 928-684-3091 or 602-790-9816

Respectfully,

### Pine Creek Road Equipment Standby Costs August 14,2012 to October 18, 2012 39 Working Days (4 10-Hour Shifts/Week)

Hourly Standby Rate Daily Rate Description Monthly Rate SBR=1/2(Monthly Rate)/176 (10 Hr Shift) Motorgrader, John Deere 772 \$6,750.00 \$19.18 \$191.76 Motorgrader, John Deere 770 \$5,625.00 \$15.98 \$159.80 Wheel Loader, Cat 950 \$6,120.00 \$17.39 \$173.86 Elevating Scraper, John Deere 862 \$5,250.00 \$14.91 \$149.15 4000 Gallon Water Truck, Sterling \$4.800.00 \$13.64 \$136.36 4000 Gallon Water Truck, Ford \$4,200.00 \$11.93 \$119.32 Dump Truck, Mack Super 12 \$4,000,00 \$11.36 \$113.64 Dump Truck, KW 10 Wheel \$3,600.00 \$10.23 \$102.27 9 Wheel Roller, Cat PL150C \$3,000.00 \$8.52 \$85.23 Smooth/Padfoot Compactor \$3,600.00 \$10.23 \$102.27 Backhoe, John Deere 310 \$2,300.00 \$6.53 \$65.34 Backhoe, John Deere 310 \$2,000.00 \$5.68 \$56.82 Excavator, Komatsu 75PC \$5,130.00 \$14.57 \$145.74 Excavator, Cat 305 \$2,340.00 \$6.65 \$66.48 Gannon Tractor, John Deere 210 LE \$1,275.00 \$3.62 \$36.22 Asphalt Paver, Blaw Knox 510 \$17,500.00 \$49.72 \$497.16

Total

Total Cost of Idled/Underutilized Equipment for 39 Working Days

\$85,855.40

\$2,201.42 Per Day



### 245 N. Frontier St., Wickenburg, Arizona 85390

(928) 684-3091 OFFICE

(928) 684-3403 FAX

### **GENERAL CONTRACTOR**

GRADING & PAVING CONCRETE COMMERCIAL

April 10, 2014

Mr. Steve Sanders Mr. Steve Stratton Gila County Public Works Division 745 N. Rose Mofford Way Globe, AZ 85501

RE: Carson Construction Utility Claims for Pine Creek

Dear Mr. Sanders & Mr. Stratton:

In an effort to find a mutual resolution to the above referenced claim, I have completed extensive research relative to the supporting documentation you request in your March 7, 2013 letter.

In that letter you indicate the documentation submitted by Carson on January 4, 2013 is not acceptable due to the fact there is no detail supporting the man-hour and equipment usage for the period in question of June 25, 2012 thru October 18, 2012. Therefore, I am enclosing the payroll records relative to that time period.

Furthermore, in a meeting held at the Library at which Mr. Stratton and Mr. Gillette were in attendance, Mr. Lemons requested daily records and documents that were being maintained by Mr. Gillette in order to supply the requested information. Several requests for these records were made to no avail. In order for Carson to provide any further information than that which was provided on January 4, 2013, it is imperative we acquire this documentation from Mr. Gillette which will depict the equipment being utilized, thereby supporting our prior claim.

In addition, it may be well to note the actual dates for the utility conflicts were not limited to those in Carson's claim of June 25<sup>th</sup> to October 18, 2012. Rather, the initial utility conflict occurred on 5/9/12 (the commencement of the project) and continued throughout the duration of the project (concluding at the end of November, 2012). Therefore, a claim for the period referenced above could be significantly under stated, thus resulting in a much larger claim amount.

It is our goal to conclude this issue without any further delay or considerable costs to either party. Therefore, we are receptive to your feedback insofar as your current stance on this matter.

Awaiting your reply,

Kimberley A. Bonde

Controller

# Exhibit 4



(602) 943-5190 OFFICE

FAX (602) 943-8798

### CONCRETE CONTRACTING GRADING & PAVING

COMMERCIAL

July 21, 2012

Gila County Steve Stratton 1400 E. Ash Globe, AZ 85501

Re: Utility Delays

### Steve,

In the last 4 weeks we have experienced numerous delays due to ALL the utility companies that are present on the Pine Creek Road Job, mainly at the Trails End intersection.

Due to these delays, Carson Construction needs to be compensated through a change order or under the force work scheduled item.

I have attached some photos of the site that have caused some of the delays for your review.

It would be beneficial to everyone involved if you could visit the site with Mike and myself by 7/26/12 and address each issue with me personally. Then a change order or the force work item can be billed. If you do not want to meet at the site, I will create a back charge and forward it to your office.

We have been trying to accomplish this under a friendly contractor relationship, but it doesn't seem to get the ball rolling, hence this letter.

Your immediate attention is necessary,

Rupert Lemons

**Carson Construction** 

President

cc: Mike Gillette - Director; Joe Alwin - CL Williams



(602) 943-5190 OFFICE

FAX (602) 943-8798

CONCRETE CONTRACTING GRADING & PAVING

COMMERCIAL

August 28, 2012

Gila County Steve Stratton 1400 E. Ash Globe, AZ 85501

Re:

Pine Creek Canyon Road Reconstruction Project

Request for Extension of Contract Time due to Utility Delays

Dear Mr. Stratton,

In accordance with Project General Provisions 80-07, Carson Construction, Inc. formally requests an extension of contract time. As discussed in the meeting between Gila County and Carson Construction, Inc. on August 14, 2012 the utility conflicts are severely delaying the project schedule, during this meeting it was stated that Gila County was going to tell the utility companies that they had to have all relocations completed by Sunday August 19, 2012 or they would be responsible for liquidated damages of \$1,300.00 per day. Carson Construction, Inc. requests that an extension in contract time of one day for every day that any utility company is or has been on the project site performing utility relocation work after Sunday August 19, 2012. As of today several utility companies have been and still are on-site, therefore an extension of 9 days is currently being requested plus an additional day for every day the utility companies continue to perform relocation work on-site. This request for time extension for current delays is separate from the delay claims prior to the August 14, 2012 meeting, at which Gila County requested that Carson Construction, Inc. keep the claims separate, past and future, based on the date of the meeting.

hank you for your time and consideration of this request. If you need any additional information please feel free to ontact me at 928-684-3091 or 602-790-9816.

espectfully,



(602) 943-5190 OFFICE

FAX (602) 943-8798

# CONCRETE CONTRACTING GRADING & PAVING COMMERCIAL

September 6, 2012

Gila County Michael Gillette, Project Manager 1400 E. Ash Globe, AZ 85501

Re:

Pine Creek Canyon Road Reconstruction Project

Request for Extension of Contract Time due to Utility Delays #2

Dear Mr. Gillette,

Carson Construction, Inc. has encountered utility conflicts at almost every culvert it has attempted to install during the last two weeks. See following examples.

Aug. 30, 2012 Driveway Culvert South of Hidden Pines Dr. Approx. Sta. 22+00

Sept 4, 2012 Driveway Culvert @ Mormon Chruch Approx. Sta. 13+50

Sept 5, 2012 Driveway Culverts @ House Approx. Sta. 15+50, 16+50, and 17+50

Sept 6, 2012 Driveway Culvert @ Across from Cedar Meadows Lane Approx. Sta 43+00

In accordance with Project Special Provisions 14 Conflicting Utility Systems on Page SP-6, sentence two paragraph one states "The Contractor is not responsible for resolving these conflicts. Such shall be the sole responsibility of each utility owner." As discussed in the meeting between Glia County and Carson Construction, Inc. on August 14, 2012 the utility conflicts are severely delaying the project schedule, during this meeting it was stated that Gila County was going to tell the utility companies that they had to have all relocations completed by Sunday August 19, 2012 or they would be responsible for liquidated damages of \$1,300.00 per day.

Carson Construction, Inc. requests that an extension in contract time of one day for every day that any utility company is or has been on the project site performing utility relocation work after Sunday August 19, 2012. As of today several utility companies have been and still are on-site, therefore an extension of 18 days is currently being requested plus an additional day for every day the utility companies continue to perform relocation work on-site or have utilities still in conflict. Carson Construction, Inc. respectfully requests that the before mention liquidated damages of \$1,300.00 per day be accessed to the appropriate utility owners to cover the loss in production that Carson Construction is currently experiencing due to these conflicts.

This request for time extension and liquidated damages for current delays is separate from the delay claims prior to the August 14, 2012 meeting, at which Gila County requested that Carson Construction, Inc. keep the claims separate, past and future, based on the date of the meeting.

Thank you for your time and consideration of this request. If you need any additional information please feel free to contact me at 928-684-3091 or 602-790-9816.

Respectfully.



(602) 943-5190 OFFICE

FAX (602) 943-8798

# CONCRETE CONTRACTING GRADING & PAVING COMMERCIAL

September 12, 2012

Gila County Michael Gillette, Project Manager 1400 E. Ash Globe, AZ 85501

Re:

Pine Creek Canyon Road Reconstruction Project

**Project Delay due to Utility Conflicts** 

Dear Mr. Gillette,

Carson Construction, Inc. is still experiencing substantial delays due to unresolved utility conflicts. Several letters have been written regarding the need for additional contract time and compensation for loss in production due to these differing site conditions. As of today, Carson Construction, Inc. has not received any response from Gila County regarding these claims. A written response from Gila County regarding its position on acceptance or denial of Carson Construction, Inc.'s claim that a Type I Differing Site Condition exists would be appreciated. Also, Carson Construction, Inc. is currently working under the assumption that an agreement that the utility companies should be responsible for paying liquidated damages in the amount of \$1,300.00 per day to cover the cost of Carson Construction, Inc.'s loss in production, if this is not the case please let us know. Carson Construction, Inc. is very concerned about the utility company's accountability because it appears that no efforts are being made by the utility companies to resolve the current conflicts. The project is currently in serious jeopardy of a complete shutdown due to the continuing utility conflicts. The current delays in combination with the delays encountered during the waterline construction have pushed the projects scheduled completion time back so far that a winter shutdown is nearly inevitable. If a winter shutdown is necessary Carson Construction, Inc. will expect additional compensation for demobilization and remobilization as well as any additional costs to maintain the project site thru the winter. Please keep in mind that Carson Construction, Inc. has no contractual responsibility in resolving the utility conflicts per the project special provisions, therefore a resolution and compensation for these delays is the responsibility of Gila County,

Thank you for your time. If you need any additional information please feel free to contact me at 928-684-3091 or 602-790-9816.

Respectfully,

Thank you for your time and consideration of this request. If you need any additional information please feel free to contact me at 928-684-3091 or 602-790-9816.

Respectfully,



(928)684-3091 OFFICE

FAX (928)684-3403

#### CONCRETE CONTRACTING GRADING & PAVING COMMERCIAL

September 25, 2012

SENT. 9/25/2012 -CC: STEVE STRATTON, STEVE SANDERS.

Rupert.

CHUCK WILLIAMS

Gila County Michael Gillette, Project Manager 1400 E. Ash Globe, AZ 85501

Re:

Pine Creek Canyon Road Reconstruction Project

Utility Conflict at Portals North

Dear Mr. Gillette,

Carson Construction, Inc. is currently trying to complete the work at Portals North driveway; however the utility conflict in this location has not been resolved. Carson Construction, Inc. exposed a conduit that is at the invert of the pipe culvert @ approximate Sta. 46+50 three weeks ago and notified the county of this conflict. Due to this conflict the following items of work cannot be completed.

> Pipe Culvert @ Portals North Concrete Walls @ Portals North Riprap Change Order #6

Yesterday, a CenturyLink crew was on the jobsite repairing an unmarked line, that got damaged at another location, after completing their repairs, they looked at this conduit and stated that it was not a CenturyLink conduit. The plans show underground electric and cable television in the general area; however Carson Construction, Inc. does not know what is actually in this conduit, and therefore has no way to proceed with any of the above mentioned work. The work in this area is a critical item in regards to timely completion of this project. If Gila County cannot provide some kind of resolution to this conflict the project will need to be shutdown in the near future.

Carson Construction, Inc. has tried its best to work around the multiple utility conflicts present on this job, however at this time it has become a substantial financial burden for Carson Construction, Inc. to continue to work without some sort of compensation for the extra cost of these delays. All of Carson Construction, Inc.'s previous letters regarding time extensions and compensation for delays have gone unanswered. Last week, while I was on the project we discussed what Gila County's stance was on the Liquidated Damages that was supposed to start being charged to the utility companies starting on August 19, 2012, per statements made at August 14, 2012 meeting. Your response was that you did not believe an agreement had been reached regarding an amount; therefore I have put together a cost of the equipment that is being idled and under utilized due to these utility conflicts. The total amount is \$2,200.00.(See attached spreadsheet for details) Carson Construction, Inc. also believes that since these conflicts are delaying items that must be done prior to completing the road base and paving, they are critical items, therefore a time extension of one day for every day that a utility conflict has existed or continues to exist since August 19, 2012 is due Carson Construction, Inc., which amounts to 37 days as of today.

Thank you for your time. If you need any additional information please feel free to contact me at 928-684-3091 or 602-790-9816.

Respectfully,

## Pine Creek Road Equipment Standby Costs

Description	Monthly Rate	Hourly Standby Rate SBR=1/2(Monthly Rate)/176	Daily Rate (10 Hr Shift)
Motorgrader, John Deere 772	\$6,750.00	\$19.18	2404 = 2
Motorgrader, John Deere 770	\$5,625.00	\$15.98	\$191.76 \$159.80
Wheel Loader, Cat 950	\$6,120.00	\$17.39	\$173.86
Elevating Scraper, John Deere 862	\$5,250,00	\$14.91	\$149.15
4000 Gallon Water Truck, Sterling	\$4,800.00	\$13.64	\$100.00
4000 Gallon Water Truck, Ford	\$4,200.00	\$11.93	\$136.36 \$119.32
Dump Truck, Mack Super 12	\$4,000.00	\$11.36	0440.04
Dump Truck, KW 10 Wheel	\$3,600.00	\$10.23	\$113.64 \$102.27
9 Wheel Roller, Cat PL150C	\$3,000.00	\$8.52	
Smooth/Padfoot Compactor	\$3,600.00	\$10.23	\$85,23 \$102,27
Backhoe, John Deere 310	\$2,300.00	\$6.53	
Backhoe, John Deere 310	\$2,000.00	\$5.68	\$65.34 \$56.82
Excavator, Komatsu 75PC	\$5,130.00	\$14.57	\$4.4E 74
Excavator, Cat 305	\$2,340.00	\$6.65	\$145.74 \$66.48
Gannon Tractor, John Deere 210 LE	\$1,275.00	\$3.62	\$36.22
Asphalt Paver, Blaw Knox 510	\$17,500.00	\$49.72	\$497.16
		Total	\$2,201.42 Per Day



### 245 N. Frontier St., Wickenburg, Arizona 85390

(928) 684-3091 OFFICE (9

(928) 684-3403 FAX

### **GENERAL CONTRACTOR**

**GRADING & PAVING** 

CONCRETE COMMERCIAL

June 17, 2014

Mr. Steve Sanders Mr. Steve Stratton Gila County Public Works Division 745 N. Rose Mofford Way Globe, AZ 85501

RE: Carson Construction Utility Claims for Pine Creek

Dear Mr. Sanders & Mr. Stratton:

Per your letter and request I have attached Carson Construction's Project Daily Logs for the periods in question of 5/9/12 thru 10/22/12. Furthermore, I have attached a spreadsheet that lists the dates and charges incurred as well as the specific utility or issue that created the conflict.

As you review these sheets you will note that Carson has been more than fair in valuating the cost for equipment that was not being utilized due to the many conflicts. The total cost for equipment downtime is \$73,777.76.

In previous correspondence, we had asked for wages to be reimbursed as well making the claim upwards of \$150,000. Per my conversation with Mr. Lemons, should you agree to conclude this issue no later than June 27, 2014, he would be willing to settle for the cost of the equipment downtime alone.

It is also his stance, that we must have some type of communication and/or indication of where the county stands on this matter no later than 6/27/14 in order to avoid Carson pursuing this matter further with legal counsel. Should that situation arise, please be advised that Carson will be claiming FULL damages (in excess of \$150,000) plus attorney's fees.

It is my hope that we can conclude this matter and put all of this behind us.

Awaiting your reply,

Kimberley A. Bonde

Controller

DATE	AMOUNT	DATE	AMOUNT
E (0 (2012			
5/9/2012	524.14	8/14/2012	1098.01
5/10/2012	558.23	8/15/2012	1231.53
5/16/2012	558.23	8/16/2012	1265.62
5/17/2012	615.05	8/20/2012	1180.39
5/22/2012 5/23/2012	615.05	8/21/2012	1180.39
6/27/2012	671.05	8/22/2012	1115.05
6/28/2012	512.78	8/23/2012	1246.88
7/2/2012	594.45	8/27/2012	1236.5
	594.45	8/28/2012	1265.62
7/3/2012	594.45	8/29/2012	1265.62
7/4/2012	651.29	8/30/2012	1265.62
7/5/2012	783.09	9/4/2012	1265.62
7/9/2012	717.75	9/5/2012	1265.62
7/10/2012	681.53	9/6/2012	1163.35
7/11/2012	717.75	9/7/2012	1163.25
7/12/2012	681.53	9/10/2012	1168.32
7/16/2012	717.75	9/12/2012	1233.66
7/17/2012	723.09	9/13/2012	1233.66
7/18/2012	746.87	9/14/2012	1233.66
7/19/2012	644.6	9/17/2012	1233.66
7/20/2012	746.87	9/18/2012	1233.66
7/23/2012	680.39	9/19/2012	1233.66
7/24/2012	644.6	9/20/2012	1233.66
7/25/2012	644.6	9/24/2012	1233.66
7/26/2012	680.39	9/25/2012	1514.91
7/30/2012	680.39	9/26/2012	1514.91
7/31/2012	680.39	9/27/2012	1514.91
8/1/2012	680.39	10/1/2012	1514.91
8/2/2012	680.39	10/2/2012	1519.94
<u> 2000 -                                </u>		10/3/2012	1519.94
OTVAL:	19021.54	10/4/2012	1519.74
		10/8/2012	1519.74
		10/9/2012	1519.74
		10/10/2012	1519.74
		10/11/2012	1519.74
		10/12/2012	1519.74
		10/16/2012	1519.74
		10/17/2012	1519.74
		10/18/2012	1519.74
		10/19/2012	1417.17
		10/22/2012	1315.2
		TOTAL:	54756.22



ontractor	: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe	ervisor:		Report Date: 8-14-12
	Wickenburg Az 85390	Weather Cor Temperature	nditions: • (HI/LOW):		Start Time 6.00 Avec
Carson Co	nstruction Company, Inc.	<u> </u>			End Time 430 Pmg
San	Manpower Total Hours by Trade				
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		<del> </del>			75PC Komatsu Excavator & hrs
	Drain Pipe  Rd Subgrad	ar Sill	Quality Control Inspections:		Meetings Type: A PS Meeting Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
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Contractor:	159 W. Wick	stuction Co. Inc. cenburg Way, #5	Project Sup				Report Date: 8-15-72
	Wickenburg	Az 85390	Weather Co	onditions: re (HI/LOW):			Start Time 6:00 Am
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Contractor	: Carson Constuction Co. Inc.	Project Sup	pervisor:			
	159 W. Wickenburg Way, #5 Wickenburg Az 85390					Report Date: 8-16-12
	Wickenburg Az 85390	Weather Co	onditions:			
^		Temperatur	re (HI/LOW):			Start Time 6:00 Am
Carson Co	onstruction Company, Inc.					End Time 400 Pm
	Manpower Total Hours by Trac	ie	Equipment in	11.		
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	Operator		770 Mo	tor Grader	10	- (
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Contractor	159 W. Wick	stuction Co. Inc. kenburg Way, #5	Project Sup					Report Date: 8-20-12	
	Wickenburg	Az 85390	Weather Co Temperatu	ondi re (l	tions: -I/LOW)·			Start Time GOO AM	
Carson Co	onstruction Co	mpany, Inc.	<u> </u>	- ("				End Time 430 Pm	
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					T			$\frac{131039}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$ $\frac{1310}{1310}$	
								SMOOTH Dad Front Congretor on har	1.
Work Perf				l				75 PC Komatso Excavator & his	ĺ
Subcontra	ictors Onsite	Work Perform		Π	Quality Control Ir	nspections:		Meetings	Andrew Contracts
		T COLL WILL	age/p					Type:	4
		Concrete Pd	oe.			,		Time: \ \ (80 · 39	
		h /		l				Injune/Accidente (Att. L.D.	
····		ILC SUB BARB						Injurys/Accidents (Attach Report) Yes No	1
		Rd Sub Prep Grade	ppepe					Any Reportable Injuries Today	
Materials	Deliveried or U	sed	1					Any Reportable Accidents Today	
Supplier		Type of Mate	,	-			Notes	( / day ) late	1
	<u> </u>	T Type of Mate	riai		Quantity	Unit	a katawa -	GHILITY COMPANY	
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				1					1
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		1		1					



Contractor: Carson Co 159 W. Wie	kenburg Way, #5	Project Sup				Report Date:	8-21-12	
Wickenburg		Weather Co Temperatur	onditions: re (HI/LOW):			Start Time	6:POAIm	
Carson Construction C	ompany, Inc.	<u> </u>				End Time	5:00 PM	
Manpower	Total Hours by Trade						2.00 1.70	
Quantity Trade	Total Hrs		Equipment in U	lse		Equipment Idle		
2 Labor	rotal mis	Total Hrs	Description		Hrs of Use	Description	3	
4 Operato	-		420 D (AT	Backhae	(1			hrs
Truck D	<del></del>		624 E Joh	in Deere Loader	4	772 Moto	r Grader John Dee	re Or his
			710 Ganna	n John D. tractor	11	1 1 2 3 0 C A 1 /1	Theel Lander	6
			Ford wat	TO JOHN US TRUCTOR	10	Ⅰ 乗 刃62 ごっんぃ	Dogso Scaling	8
Cement			FOIC WAT	er truck 400 Gali	10	Sterling 4	ooolal water truck	
2 Flago	1CY					Mack sone	x 12 Dumptive	<u> </u>
マ						Klu la W	2 12 DOWN TIVOK	
		<del>                                     </del>				31000 11	reeler DUMP 11	0
						210 21 106	n Deere Boxkhoe	<b>6</b>
						SMOOTH DO	d Foot compactor	-6 1
Ved D. C.						751C KOM	vatsu Excavator	0
Vork Performed:								
Subcontractors Onsite	Work Perfor		Quality Control	Inspections:		Meetings		
	Work Perfor		Quality Control	Inspections:				
		Gruh	Quality Control	Inspections:		Meetings Type: Time:	1180.39	
	Clear and	Gruh	Quality Control	Inspections:		Type: Time:	• /	
	Clear and	Gruh	Quality Control	Inspections:		Type: Time: Injurys/Accide	nts (Attach Report) Vo	s No
Subcontractors Onsite	Rd Subbra	Gruh	Quality Control	Inspections:		Type: Time: Injurys/Accide Any Reportabl	nts (Attach Report) Ye	s No
Subcontractors Onsite	Rd Subbra	Gruh	Quality Control	Inspections:		Type: Time: Injurys/Accide Any Reportabl	nts (Attach Report) Vo	s No
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,		Inspections:	Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) Ye e Injuries Today e Accidents Today	s No
Subcontractors Onsite  Materials Deliveried or	Rd Subbra	Gruh de Bep,	Quality Control		Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) Ye e Injuries Today e Accidents Today	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,		Inspections:  Unit	Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	
Subcontractors Onsite  Materials Deliveried or	Clear and Rd Subbora	Gruh de Bep,			Notes	Injurys/Accide Any Reportabl Any Reportabl	e Accidents Today  Company	



Contracto	159 W. Wick	stuction Co. Inc. cenburg Way, #5	Project Sur	pervis	sor:			Report Date: 8-22-12
	Wickenburg		Weather C Temperatu	ondit	ions: I/LOW):			Start Time 6:00 Am
Carson Co	onstruction Co	mpany, Inc.						End Time 4:30 PM
	Manpower T	otal Hours by Trade						1.30 PM
Quantity	Trade	Total Hrs			quipment in U	se	Ī	Equipment Idle
2	Labor	i Viai Mis	Total Hrs		Description		Hrs of Use	Description 11
٠.٤	Operator				2) 420 D C	cat Backhoe	12	91 1/2 1/7 18
	Truck Dri			8 B	- 170 Jaku	D. Maker Candon		7/2 Mohn Deers Motor Godes a
	Formsett				water tru	JOK 4000 God Fold	10	1730 (UT /1) hed / andre
						TOOL TOIC	10	867 John D. Scrope
2.	Cement							STEYTING 4000 Gold freeto donor
<u> </u>	Flagge	<u> </u>	10	l Г		· · · · · · · · · · · · · · · · · · ·		MINICK SUDEY 17 DUMP TRUCK
······································							<b></b>	LAW ID Wheeler Dunn trans
<del></del>						······································		SMOOTH DOG Sout Comments
				ľ		·		25 PC komatsu Excavator O
Nork Perf					***************************************			
Subcontra	ctors Onsite	Work Perforn Concrete Hea 15" CMD		E	Quality Control I	nspections:		Meetings Type:
		D' CMP						Time: 1115.05
<del></del>		1 -		IL				Indiana (A. A.
		NO Warx wa	ter Main					Injurys/Accidents (Attach Report) Yes No
								Any Reportable Injuries Today
4 - 4							1	Any Reportable Accidents Today
viateriais i	Deliveried or H							
	Deliveried or U						Notes	
Supplier	Deliveried or U	sed Type of Mate	rial		Quantity	Unit	Notes	Utility Company
	Deliveried or U		rial		Quantity	Unit	Notes	Counduit on the cont
	Deliveried or U		rial		Quantity	Unit	Notes -	Counduit on the cont
	Deliveried or U		rial		Quantity	Unit	Notes -	counduit on the and
	Deliveried or U		rial		Quantity	Unit	Notes - -	Counduit on the cont
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	Deliveried or U		rial		Quantity	Unit	Notes -	Counduit on the cont
	Deliveried or U		rial		Quantity	Unit	Notes	Counduit on the cont
	Deliveried or U		rial		Quantity	Unit	Notes	counduit on the goals



Weather Conditions: Temperature (HILOW):  Start Time End Time Find Time Find Total Hours by Trade  Nampower Total Hours by T		r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup			Report Date: 8-23-12	- Water
Temperature (HI/LOW):  Start Time		Wickenburg Az 85390	Weather Co	onditions:			
All Angrower Total Hours by Trade    Manpower Total Hours by Trade   Equipment in Use			Temperatur	e (HI/LOW):			
Manpower Total Hours by Trade   Total Hours by Trade   Total Hrs   Total Hrs   Description   Manpower Trade   Trade   Total Hrs   Description   Manpower Trade   Tr	Carson Co	onstruction Company, Inc.					- Company
Aubrity Trade  Z. Labor  Z. Labor  Total Hrs  Operator  Truck Driver  Tr		Manpower Total Hours by Trade				1.00 Pan	
Comment   Comm	Quantity	Trade Total Usa					
Subcontractors Onsite   Work Performed   Connected Head work   Properties   Properti	2-	Labor	lotal Hrs	Description	IU ETE	Equipment Idle	-
Truck Driver  Formsetter  Cement Mason  Ceme	* <del>7</del>	······································	7	EAT 4900 Ball	ris of Use	Description	
Formester Cement Mason Cement Mason Cement Mason  Cement M				305 CD 2000	noe 7	772 CH John Done Blil	
Cement Mason  Cement Mason  Signing voo Gal. Water truck Que Gal. Of Mack Super 17 Dump huck of Fad Grad Grader truck Que Gal. Of Mack Super 17 Dump huck of Mack Super 18 Delivered Super 18 Deliver				210 1 D EXCOVATO	7 7		-
Sitering deoles. Water fuck. So Fold water fuck. So Fold water fuck. So Mack Suber 12 Qump hux. 9  Gwheel Rolle cat Ph. 1500 Se Backhes 1081 Cohn Deere OF TSPF Komatist Educator. So Scant excavator. So Scan			Nay .	210 Jobers Trach	22 7	8/2 Deel Loade	<b>.</b> ⊕~
Subcontractors Onsite   Work Performed   Quality Control Inspections:   Meetings   Type:   Time:   246 88   Injurys/Accidents (Attach Report)   Yes   No   Any Reportable Injuries Today   Any Reportable Accidents Today   Any Reportable Accidents Today   Any Reportable Accidents Today   Auguster   Type of Material   Quantity   Unit   Output   Ou		Cement Mason	1	,		OBL VIDEYE SCIAPEY	0
Work Performed:    Work Performed   Quality Control Inspections:   Meetings			<del>                                     </del>			2/07/11/0 7000 (201. 6/enton dayor)	
Work Performed:    Subcontractors Onsite   Work Performed   Cmp   15"Dram Pure   End Subgrade Prep.			<del></del>			rold water truck your Gul	
Nork Performed:    Spr Komats Excavator						LITACK SUNEY 12 Dismin house	-
Vork Performed:    Vork Performed:   Vork Performed   Vor	<del></del>					9 Wheel Rolle cost Di Isaa	
Subcontractors Onsite   Work Performed   Cm D 15" Dram βιρε   Type: Time:   246 88   Injurys/Accidents Valtach Report)   Yes No Any Reportable Injuries Today   Any Reportable Accidents Today   Injurys/Accidents Today   Inj						Backhor ZIDET	
Subcontractors Onsite   Work Performed   Quality Control Inspections:   Meetings   Type:   Time:   2468	Mode Dec					75PE Komada John Deere	-
Subcontractors Onsite Work Performed  CMP 15"Dram Pure Rd Subgrade Prep.  Concrete Heedwall  Concrete Type of Material  Concrete	work Pend	ormed:	, jn			305 CDD (CAVATO)	<u> </u>
CMD 5 Dram five  Rd Sub grade prep.  Concrete Hardwell  Any Reportable Injuries Today Any Reportable Accidents Today  Injurys/Accidents Today  Any Reportable Accidents Today  Any Reportable Accidents Today  Injurys/Accidents Today  Any Reportable Accidents Today  Injurys/Accidents Today  Injurys						- Acquarter	-1
Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today   Any Reportable Accidents	wheentra	otors On the					
Injurys/Accidents (Attach Report)   Yes   No     Any Reportable Injuries Today   Any Reportable Accidents Today   Any Reportable A	Subcontrac	CMP 15'0	ram Pipe	Quality Control Inspections	s:	Type:	
Any Reportable Injuries Today Any Reportable Accidents Today Supplier Type of Material Quantity Unit  Any Reportable Injuries Today Any Reportable Accidents Today  Notes  UTILITY Company Coundart on the way of 800 and 100	Subcontrac	CMP 15'0	ram Pipe	Quality Control Inspection	S:	Type:	
Any Reportable Injuries Today Any Reportable Accidents Today Any Reportable Accidents Today Any Reportable Accidents Today  Any Reportable Injuries Today	Subcontrac	CMP 15'D Rd Subgrade	ram fine Prep	Quality Control Inspection	S:	Type: 1246 88	
Alterials Deliveried or Used Supplier Type of Material Quantity Unit  Notes  OTILITY Company Coundart on the way of 80 water main	Subcontrac	CMP 15'D Rd Subgrade	ram fine Prep	Quality Control Inspection	S:	Type: Time: 246 88  Injurys/Accidents (Attach Report) Voc. 18	No.
Type of Material Quantity Unit  Output  Output		CMP 15"D  Rd Subgrade  Concrete Hors	ram fine Prep	Quality Control Inspections	S:	Type: Time:    246 88     Injurys/Accidents (Attach Report) Yes N   Any Reportable Injuries Today	No.
Quantity Unit  Coundart on the way of 8" water main		CMP 15"D  Rd Subgrade  Concrete Hors	ram fine Prep	Quality Control Inspections	S:	Type: Time:    246 88     Injurys/Accidents (Attach Report) Yes N   Any Reportable Injuries Today	No
Sil water main	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall	Quality Control Inspections		Type: Time:    246 88	No
8" water main		CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall		Notes	Type: Time:    246 88	No
Dagater main	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall		Notes	Type: Time:    246 88	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	∕aterials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine 2 Prep. Iwall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine e Prep. I wall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine e Prep. I wall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine e Prep. I wall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine e Prep. I wall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	
	Materials D	CMP 15'D  Rd Subgrade  Concrete Hass  Deliveried or Used	ram fine e Prep. I wall		Notes	Type: Time:    246 88     Injurys/Accidents (Attach Report)   Yes     Any Reportable Injuries Today     Any Reportable Accidents Today     Other Company     Coundart on the Lawy 03	



m dolor	r: Carson Const 159 W. Wicke Wickenburg A	nburg Way, #5	Project Sup			Report Date: 8-27-12
			Weather Co Temperatur	nditions: e (HI/LOW):		Start Time 6100 Rm
Carson Co	onstruction Com	pany, Inc.				End Time 4:30 PM
	Manpower To	tal Hours by Trade		F-		7.30 (M
Quantity	Trade	Total Hrs	Total Hrs	Equipment in Use		
Z	Labor	. 010/ / 1/3		Description	Hrs of Use	Equipment Idle
.,,,	Operator		16.5	770 J. Deere Blade		Description
<b></b>	Truck Drive	~	10,5	420D cat Backhoe	10.5	772 CH John Deere Motor Godon 6
2	Formsetter			305 Cat Excavitor		LLJU GUI UIDPAI I NOLLO
			19.5	Ford water truck	10,5	366 Je Perre Schare
-7	Cement Ma			THE WATER TIVER	10,5	1 5 5 7 A A I 1 1 1 A A A A A A A A A A A A A A
	Flugger		10,5			
	00					Villa Coll Domp truck &
			tI			Kw 10 wheele Dumptivek &
			<del>                                     </del>			Local Roller Car Di loca
			<del> </del>			DIMOGTA DANFORT CON DUCK
Modele David						19 Ch KM Marchell Freder
могк Бец	ormed:				£ 8-	
						zio John Duere tructor o
	ctors Onsite	Work Perform		Quality Control Inspections:		see John Usere Tructor e
Work Perf	ctors Onsite		ned rde Viep	Quality Control Inspections:		Meetings
	ctors Onsite		rde Prep	Quality Control Inspections:		see John Usere Tructor e
	ctors Onsite	Rd subgra	rde Prep	Quality Control Inspections:		Meetings Type: Time: 1236.50
	ctors Onsite	Rd subgra	rde Prep	Quality Control Inspections:		Meetings Type: Time: 1236-50  Injurys/Accidents (Attach Report) Voc No.
Subcontra	ctors Onsite	Rd 30b gra Ioncrete Hea	rde Prep	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontra Materials I	ctors Onsite	Rd 30b gra Ioncrete Hea	rde Prep	Quality Control Inspections:		Meetings Type: Time: 1236-50  Injurys/Accidents (Attach Report) Voc No.
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today
Subcontra Materials I	ctors Onsite	Rd 30b gra Ioncrete Hea	rde Plep. dwall	Quality Control Inspections:  Quantity Unit	Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontra	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the
Subcontra Materials I	ctors Onsite	Rd Sub gra Ioncrete Hea ed	rde Plep. dwall		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offility Company Coundant and the



159	rson Constuction Co. Inc. 9 W. Wickenburg Way, #5	Project Supe	NVISOr;			Report Date:	Co o o	
Wi	ckenburg Az 85390	Weather Cor	nditions:				8-28-12	
		Temperature	(HI/LOW):			Start Time	6:00 Am	
arson Constru	uction Company, Inc.	<u></u>				End Time	4:30 Pm	
Ma	anpower Total Hours by Trade		Equipment in U				1.30 PM	
auantity Tra	ade Total Hrs	Total Hrs	Description	Jse		Equipment Idle		
	Labor	10,5			Hrs of Use	Description		
	Operator	10,5	G/CATY	200 Backhoe	10,5			h75
	Truck Driver	10,5	305 CGT	6xcalleton	110 0	CC	John Do proto	ex Grater &
	Formsetter	10,5	21065 Ganz	non Jaka D to it	10,5	LLQUCAT /	11/001 (made	0
	Cement Mason	<b></b>	Ford water	er truck 4000 Gal.	10,5	Obe John!	Peere Strapor	0
2 5	lagger	(0.0				VIENCIME 40	Coch bloke the	2CK &
	77	1015				LIVIULK SUD	8r 17 1111mal	
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						Smooth Dag	(Smot Commutan	
Vork Performe	ed:					101000 3000	December Daniel	
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<del></del>			<u> </u>				atsu Excava	tor 0
							WIDO EXCAVA	for o
							BISO EXCAVA	.tor 6
ubcontractors	Onsite Work Perform						ZISO EXCAVA	for O
ubcontractors	77 OTK 1 C(1) O[1] 1		Quality Control	Inspections:			ZISO EXCAVA	tor 6
ubcontractors	Onsite   Work Perform		Quality Control	Inspections:		Meetings	ZISO EXCAVA	tor 6
ubcontractors	15" CMP DE	am Pipe	Quality Control	Inspections:		Meetings Type:		
ubcontractors	15" CMP DE		Quality Control	Inspections:		Meetings		
ubcontractors	15" CMP Dr Concrete had	am Pine	Quality Control	Inspections:		Meetings Type: Time:	1265.67	
ubcontractors	15" CMP Dr Concrete had	am Pine	Quality Control	Inspections:		Meetings Type: Time:	1265.67	
ubcontractors	Concrete had	am Pige Wall	Quality Control	Inspections:		Meetings Type: Time: Injurys/Accider	1265.62	
	Concrete had Concrete had Rd. Sub grad PHand place R	am Pige Wall	Quality Control	Inspections:		Meetings Type: Time: Injurys/Accider Any Reportable	nts (Attach Report)	
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap	Quality Control			Meetings Type: Time: Injurys/Accider Any Reportable	1265.62	
	Concrete had Concrete had Rd. Sub grad PHand place R	am Pige Levall Le Prepa Ip Rap			Notes	Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable	nts (Atlach Report) e Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap	Quality Control		Notes	Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No
aterials Delive	15" CMP Dr Concrete had Rd: Sub grad BHand place R eried or Used	am Pige Levall Le Prepa Ip Rap				Meetings Type: Time: Injurys/Accider Any Reportable Any Reportable Con the Le	ats (Attach Report) Injuries Today Accidents Today	Yes No



7	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	PETVISOT:			Report Date:		
V	Wickenburg Az 85390	Weather Co	onditions			Inchorr Date:	8-29-12	
		Temperatur	re (HI/LOW):			Start Time		
Carson Cons	struction Company, Inc.	Lomberator	ie (UNTOM):			End Time	6:00 Am	
TA	Mannower Total !!-					I-iiu i ime	5:00 PM	1
Quantity T	Manpower Total Hours by Trade		Equipment in Use					
4	i Oldi Mis	Total Hrs	Description			Equipment Idle		
	Labor	14.			Hrs of Use	Description		
4	Operator	1015	210 tracto	John Deere	i I	2		hrs
	Truck Driver	1/2.5	4200 CATP	ackhoe	11	950 505	n D. Motar Gras	er O
,	Formsetter	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Water Truck	4000 Gal ford	10,5	1	17 M /2 m   / 1	0
	Cement Mason	<del>                                     </del>	210 Gannos Jeh	n Deere tractor	10.5	occ John	Deere Scraper	e
Ζ	Sluyger	10,5				12/57()n( 35	Cash history the	
	77	1 601 > 1				Trigak Suno	r 12 Dliman turner	<i>\text{\ti}\text{\texi{\text{\texi{\text{\texi}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\ti}}\tint{\text{\tin}\tint{\text{\text{\text{\text{\text{\text{\texi}}\tint{\text{\text{\text{\text{\text{\text{\texi}\tint{\text{\ti}}}\\tinttitex{\text{\text{\texit{\text{\texi}\tint{\text{\texi}\text{\</i>
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		<del> </del>	·			Smooth Padf	opt compact	$\tilde{\phi}$
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							-100 OAGGIJATAV	1 ~ 1
-							-10 Chgavafor	₽
							ONCAVATOR	0
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Subcontracto	ors Onsite I Work D						. TO CACAVATOR	6
Subcontracto	-, -, C( ) C( ) () (	med	Quality Control Inst	pections:			. TO CACAVATOR	•
Subcontracto	Place Rip Roo	)	Quality Control Insp	pections:		Meetings	. TO CACAVATOR	6
Subcontracto	Place Rip Roo	)	Quality Control Insp	pections:		Meetings		e e
Subcontracto	Place Rip Roo	med contal	Quality Control Insp	pections:				e e
Subcontracto	Place Rip Roo	)	Quality Control Insp	pections:		Meetings Type:		e e
Subcontracto	Place Rip Roo	)	Quality Control Insp	pections:		Meetings Type: Time:	1265.62	
Subcontracto	Place Rip Roo	)	Quality Control Insp	pections:		Meetings Type: Time:	12.65.62 ts (Attach Report) Vo	
	Place Rip Rap 15" Cmp	)	Quality Control Insp	pections:		Meetings Type: Time: Injurys/Accident Any Reportable	ts (Attach Report) Ye	
Materials Del	Place Rip Roo	)	Quality Control Insp	pections:		Meetings Type: Time: Injurys/Accident Any Reportable	12.65.62 ts (Attach Report) Vo	
	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Ye Injuries Today Accidents Today	
Materials Del	Place Rip Rap 15" Cmp	intal	Quality Control Insp		Notes	Meetings Type: Time:  Injurys/Acciden Any Reportable Any Reportable	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No
Materials Del	Place Rip Rep 15" CMP	intal			Notes	Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable U+1/1+y Counduit	ts (Attach Report) Ye Injuries Today Accidents Today	s No



	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	ervisor;	
	Wickenburg Az 85390	\M_==() ==	Report Date: 8-3	0-12
		Weather Co	nations:	2
Carson Co	anotarati C	Temperatur	Start Time 6:00	An
Carson C(	onstruction Company, Inc.		End Time 3:多0	
<u> </u>	Manpower Total Hours by Trad	9	Equipment 1	( 1000)
Quantity	Total Hr	s Total Hrs	Equipment in Use  Description  Equipment Idle	
4	Labor	9	i Hrc of Land 1 to	
2	Operator	<del>  7</del>	9/0 D C 4 D	hys
	Truck Driver	<del>                                     </del>	300 CAT EVENUAL.	exe Mator Code
	Formsetter	+		/AP/2021 - 1 - 2
	Cement Mason	<del></del>	262 John Dance	Ca
2	Flugger	9	2/8/lbc 4000 Cal.	620to 1
		1-7-1	LYDUCE SUMER 17 D	Thorn to the rate
		<del> </del>	rw 10 wheeler	DUMPHERE
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		<del> </del>	SMO6Th Dad Foot	(-)
Work Perf	ormed:		1	
			B B	BUCKNOP (A)
	ctors Onsite Work Perfor	med	173. L. ROMATSU	Backhoe &
	ctors Onsite Work Perfor	Orain Dine	Quality Control Inspections:  Meetings Type: Time:  Injurys/Accidents (Attac	Excavator of
Subcontra	ctors Onsite Work Perfor Place Ry 1 15" CMP Insta	Orain Dine	Quality Control Inspections:  Meetings Type: Time:  Injurys/Accidents (Attac Any Reportable Injuries	in Report) Yes (No)
Subcontra	ctors Onsite Work Perfor	Orain Dine	Quality Control Inspections:  Meetings Type: Time:  Injurys/Accidents (Attac Any Reportable Injuries	in Report) Yes (No)
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type: Time:   During   Ty	ch Report) Yes (No) is Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 1 15" CMP Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type: Time:   Durity   Time:	ch Report) Yes (No) is Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   During	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   During	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:  Meetings Type: Time:  Injurys/Accidents (Attac Any Reportable Injuries Any Reportable Accident  Quantity Unit	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   Durity   Time:	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   Durity   Time:	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   Durity   Time:	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type:   Time:   Durity   Time:	ch Report) Yes (No) a Today ints Today
Subcontra	ctors Onsite Work Perfor Place Ry 15" Cm P Insta	2qp 9" Orgin Pine	Quality Control Inspections:    Meetings   Type: Time:   Description:   Injurys/Accidents (Attack Any Reportable Injuries Any Reportable Accidents   Any Rep	ch Report) Yes (No) a Today ints Today



147	arson Constuction Co. Inc. 59 W. Wickenburg Way, #5	Project Sup			Report Date: 9-4-12
W	ickenburg Az 85390	Weather Co	nditions:		7-4-12
		Temperatur	e (HI/LOW):		Start Time 6:00 Am
Carson Constr	ruction Company, Inc.	Polatar	C (TIDEOVY);		
JM:	annower Total Us	· .			End time 4:30 PM
Quantity Tr	anpower Total Hours by Trade		Equipment in Use		
	i Viai nis	Total Hrs	Decoriosia		Equipment Idle
2	Labor	10,5	· • • • • • • • • • • • • • • • • • • •	irs of Use	Description
_3	Operator	10,5	430 D CAT Rackhoe	10	
• (	Truck Driver		505 CAT EXCOUNTED	10	772Ch. John D. Mater Grader &
	Formsetter	10.5	LIU JOHN DORNO DI. /	10	$\frac{1}{2}$
	Cement Mason	<b></b>	water truck 4000 Gal. Ford	10	866 John Does Scient
2	flagger		Dan your	1.0	21er/100 4000c 1 1
	Tigaldet	10.5			
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					7 W 15440 11 M. 10 M. 1 F
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Work D. C					
Work Perform	ed:				Backhoe 310 ST John Deere
		····			75 P. Komatsu BXCavator &
Subcontractors	S ()nsite   Mort Dest				
	Rd Subgrade	Dran	Quality Control Inspections:		Meetings
	TOTAL CITOTI	Prap	Quality Control Inspections:		Type:
	Rd Subgrade	Prap	Quality Control Inspections:		
	Rd Subgrade	Prap	Quality Control Inspections:		Type: Time: 1265.62
	Rd Subgrade	Prap	Quality Control Inspections:		Type: Time: 265.62 Injurys/Accidents (Attach Report). Yes No.
	Rd Subgrade 1511 CM P	Prap	Quality Control Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Type: Time: 265.62 Injurys/Accidents (Attach Report). Yes No.
Materials Deliv	Rd Subgrade 157 Cmp	Prap		lotes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today
Materials Deliv	Rd Subgrade 1511 CM P	Prap		lotes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTLITY (AMOUNT)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTLITY (AMOUNT)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)
Materials Deliv	Rd Subgrade 157 Cmp	Prap			Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  UTILITY Company COLON JULY (24 #1)



	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe			Report Date: 9-5-12	
	Wickenburg Az 85390	Weather Cor	nditions:			
		Temperature	(HI/LOW)		Start Time 6:00 Am	
Carson Co	onstruction Company, Inc.		(milost).		0.00 AM	2000
	Manpower Total Hours by Trade				End Time 4:00 P M	
Quantity	Trade Total Hours by Trade		Equipment in Use			
3	TOTAL TOTAL	Total Hrs	Description		Equipment Idle	
	Labor			Irs of Use	Description	
	Operator		770 John Deere Motor Grede	1.0		his
	Truck Driver	-	TOGT John De Coaden	10	772 ch John Deere Motor Gi	U LA
	Formsetter	<del>                                     </del>	14/00 Karlibaa		AND SETT WITHER CONTRACT	0
	Cement Mason	<b>_</b>	water truck 4000641 Ford		866 John Doors Scynne	0
<del>'</del> à	Colon Masur		Total	10	5786/196 4000 Gal 1110 to the 26x	
<u></u>	Flagger	10			Make Super 12 Dump truck	6
					Ku lo wheele pumo truck	0-
					9 wheel Roler Phisoc	10
					SWAME DO IS THE SOC	0
والمراجع المراجع		<b>——</b>			Smooth Pad Foot Compactor	0
Mark Dari	ormed:				3100 John Deere Backnoe	4
AAOIVERII	omeu,			<b>j</b> , ·		10-1
					78 PC Komatsu Excavator	\$ \$
	ctors Onsite Work Perform		Quality Control Inspections:		13 PC Komatsu Excavator	المسبوب
		med Instal	Quality Control Inspections:		78 Pc Komatsu Excavator  Meetings	المسبوب
Work Perfo	ctors Onsite Work Perform	Instal	Quality Control Inspections:		13 PC Komatsu Excavator	المسبوب
	ictors Onsite Work Perform	Instal	Quality Control Inspections:		Meetings Type: Time:   265.62	المسبوب
	ictors Onsite Work Perform	Instal	Quality Control Inspections:		Meetings Type: Time:   2.65.62	المسبوب
Subcontra	rd 30 bgrace	Instal	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today	0
Subcontra	ictors Onsite Work Perform	Instal	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today	0
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Votes	Meetings Type: Time:  Injurys/Accidents (Altach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	0
Subcontra	rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Altach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	0
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company	0
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No
Subcontra Materials [	Ictors Onsite Work Perform  15" Cmp  Rd 30 bgrace	Instal Le Prep		Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Otility Company Counduit	No No



	159 W. Wick Wickenburg	stuction Co. Inc. cenburg Way, #5	Project Sup				Report Date:	9-6-12	
			Weather Co Temperatur	onditions: re (HI/LOW):			Start Time	6:00 Am	
Carson Co	onstruction Co	mpany, inc		(			End Time		
The State of	Manpower T	otal Hours by Trade						4:00 PM	
Quantity	Trade	otal flours by Frade		Equipment in Use					
		Total Hrs	Total Hrs	Description			Equipment Id	6	
_ 2	Labor		10			Hrs of Use	Description		
3	Operator		10	420 D Cat	Backhoe	10			lhrs
/	Truck Dr	ver		505 CAT	Stallator		112ch	John D. Motor Ga	der 0
	Formsett	er	/0	LIO Gannan	destre O trans	18	JW CAT (V)	MGG I Marinday	P
	Cement I			water true	* Ford 4000 Gal.	10	1862 Jahr	Transco Com	
ク	2/01	*1030[]			F 1 4 1000 (10) 11	1.0	<b>L</b> ノ/ビ/レ/カカフロ	WOOD Create to	
	Flagger		10		······································		Markerine	r 12 Dump truck	K 0
					**************************************		Starten /	TE COMP Truck	6
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Vork Perfo	Ormod:						15 PC KOW	atsu Excavator	
WOLK I GILL	ormed.								
	ctors Onsite	Work Perforn	ned	IQuality Control In-					
		Work Perform	ned	Quality Control Ins	spections:				
		28×20 emp	)	Quality Control Ins	spections:		Meetings		
		28X20 emp		Quality Control Ins	spections:		Meetings Type:		
		28×20 emp		Quality Control Ins	spections:		Meetings		
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		28X20 emp		Quality Control Ins	spections:		Meetings Type: Time:	(1163.35	
		28X20 emp		Quality Control Ins	spections:		Meetings Type: Time: Injurys/Accide	nts (Attach Record)	es No
Subcontrac	ctors Onsite	28X20 emp 1hsto 18" Ultraflo		Quality Control Ins	spections:		Meetings Type: Time: Injurys/Accide Any Reportab	nts (Attach Report)	
Subcontrac		28X20 emp 1hsto 18" Ultraflo		Quality Control Ins	spections:		Meetings Type: Time: Injurys/Accide Any Reportab	nts (Attach Record)	
Subcontrac	ctors Onsite	28X20 emp 1h3ta 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportab	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1hsto 18" Ultraflo		Quality Control Ins	spections:  Unit	Notes	Meetings Type: Time: Injurys/Accide Any Reportab Any Reportab	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3ta 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportab Any Reportab	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportab Any Reportab	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No
Subcontrac	ctors Onsite	28X20 emp 1h3to 18" Ultraflo sed				Notes	Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) le Injuries Today le Accidents Today	es No



	Carson Cons	enburg Way, #5	Project Sup			Report Date: 9-7-12
Careon Co	Wickenburg		Weather Co Temperature	onditions: re (HI/LOW):		Start Time 6:00 Aug
Carson Co	onstruction Cor	npany, Inc.				End Time 10:00 Am
	Manpower To	otal Hours by Trade		Equipment: 11		
Quantity	Trade	Total Hrs	Total Hrs	Equipment in Use		Equipment Idle
	Labor			Description	Hrs of Use	Description hrs
3	Operator		3.5	420 D CAT BOOKHOR	3,5	
7	Truck Driv	ver	3,5	505 CAT BXCavater	3,5	777 CH John D. Motor Grade 9
	Formsette		B	770 John Deere Blode	13:3-1	
	Cement N		<b></b>	water truck 40006. Ford	3,5	866 John D. Sorging
2		11430		7 / / / /	- 30	STerlina 4000 601 Water +
						WHICK DUDGY 17 DITTION AND TO 12 1
						7 Wheel wher Cut of the
*						SMIOUTH YOU HAVE CANADA
						1 / 7 / 5 / A W / M - C /
	E .					31030 John Deere Dackhoe 6
						Sioso John Deere Dackhoe &
Work Perfo	ctors Onsite	Work Perform 15" CMP Rd Subgrade	instal	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report)
Subcontra	ctors Onsite	15" CMP Rd Subgrade	instal	Quality Control Inspections:		Meetings Type: Time: 163.35  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontrac		15" CMP Rd Subgrade	Prep	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac	ctors Onsite	15" CMP Rd Subgrade	Prep	Quality Control Inspections:  Quantity  Unit	Notes	Meetings Type: Time: 163.35  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Work Short Day Until ty Company
Subcontra	ctors Onsite	15" CMP Rd Subgrade	Prep			Meetings Type: Time: 35  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today



	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe				Report Date:	9-10-12	
	Wickenburg Az 85390	Weather Co Temperature	nditions: e (HI/LOW)·			Start Time	600 Any	
Jarson Cor	nstruction Company, Inc.		· · · · · · · · · · · · · · · · · · ·			End Time	1200	
	Manpower Total Hours by Trade						430 PM	
Quantity	Trade Total Us		Equipment in Use					
2	Total Hrs	Total Hrs	Description		111- 511	Equipment Idle	3	
٦,	Operator		772 CH 18	). Motor Greder	Hrs of Use	Description		13-,
,	Truck Driver		Ford I water to	CUCK 4000 Gala		770 Joh	n Deere Blade	hrs
<u>-</u> <u>-</u>			210 6000	OCK TOO Gala	10,5	867 J.D.	Scraper	- 6
	Formsetter		210 Gannon,	20, Tractor	10,5	1 750 CA+	1	6
-2	Cement Mason		420D CAT I	sackhoe	10,5	Sterling	1000 CILL	
<u></u>	Flagger	1005				MACK STIP	1000 Geli leater tri er 12 bumptyur	20E 6
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						Garage D	ecter Dum 10	Đ.
						Simonto De	oler PLISOC	0
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Nork Perfor	rmed:					12 CKOM	atsu bacquator	Ð
Mpcontract								
Subcontract		med	Quality Control Ins	pections:				
Subcontract	tors Onsite Work Perform	med /	Quality Control Ins	pections:		Meetings		
Subcontract	18" UITRAFIO	instal.	Quality Control Ins	pections:		Type:		
Subcontract		instal.	Quality Control Ins	pections:			1168.32	
Subcontract	18" UITRAFIO	instal.	Quality Control Ins	pections:		Type: Time:	~ ' _/	
Subcontract	18" UITRAFIO	instal.	Quality Control Ins	pections:		Type: Time:	~ ' _/	
Subcontract	18" UITRAFIO	instal.	Quality Control Ins	pections:		Type: Time: Injurys/Accider	nts (Attach Report) V	es No
	18" UITRAFIO	instal.	Quality Control Ins	pections:		Type: Time: Injurys/Accider Any Reportable	nts (Attach Report) Y	es No
Materials De	18" UITRAFIO ABC Road	instal instal	Quality Control Ins	pections:		Type: Time: Injurys/Accider Any Reportable	nts (Attach Report) V	es No
Materials De	18" UITRAFIO	instal instal			Notes	Type: Time: Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Ye Injuries Todaye Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal	Quality Control Ins	pections:	Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time: Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
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Subcontract  Materials De Supplier	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	
Materials De	18" UITRAFIO ABC Road	instal instal			Notes	Type: Time:  Injurys/Accider Any Reportable Any Reportable	nts (Attach Report) Y e Injuries Today e Accidents Today	



Contractor: Carson Con 159 W. Wic	kenburg Way, #5	Project Supe	ervisor;		Ren	ort Date: 7	9-12-12,		
Wickenburg	Az 85390	Weather Co	ndition		100	on Date.	9-12-12		
		Temporoture	riditions;		Star	t Time	1 C 40 70		
Carson Construction Co		Temperature	e (HI/LOW):				000 Am		
M-	mpany, inc.				Enc	ime c	5:00 Pm		1
Manpower	otal Hours by Trade		Equipment in Use					بعدناها والمادات	
adantity Frade	Total Hrs	Total Hrs	Description		Eau	ipment Idle			
2 Labor		11		Hrs o	of Use Des	cription	·		
3 Operator		<del> </del>	7726h JD Moto	Y GSAdec 1					15
/ Truck Dr		1-11	Lalo (gannan ili)	a who a make a 1	·	O John	Do Blade		0
Formset		1 1	140 0 Ca' 140001	000	1 95	O CAT G	wheel Loader		0
Cement			30S Cat EXCAV	Charles .	1 80	2 John	Deere SCYa		0
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						/ 11 FF ( 16.79 )	188 14 ( Cm c		<u>Ø</u>
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					3	7500	TOOY COMPO	CTOV	9
Vork Performed:					5.0	DO In .	hn Deere Bo	ackhoel-	0
							natsu Excal	Jatoy -	<u>න</u> 
Subcontractors Onsite	Work Perform		Quality Control Inspection	ns:			naiso Exzal	Jatoy	
Subcontractors Onsite		ned Orain Pipe	Quality Control Inspection	75:	Med	etings	Autso Excal	Jatov -	
Subcontractors Onsite	1211 CMP 1	Tain Pipe	Quality Control Inspection	35:	Mec Typ	etings		6	
Subcontractors Onsite		Tain Pipe	Quality Control Inspection	38:	Med	etings		6	
Subcontractors Onsite	1211 CMP 1	Tain Pipe	Quality Control Inspection	18:	Mee Typ Tim	e:	(1233		
Subcontractors Onsite	1211 CMP 1	Tain Pipe	Quality Control Inspection	18:	Mec Typ Tim Inju	etings e: e:	1233		<u>0</u>
Subcontractors Onsite	1211 CMP 1	Tain Pipe	Quality Control Inspection	18:	Mec Typ Tim Inju	etings e: e:	1233		<u>0</u>
	ABC Road	Tain Pipe	Quality Control Inspection	18:	Mee Typ Tim Inju	etings e: e: e: rys/Acciden Reportable	nts (Attach Report)	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe	Quality Control Inspection		Mec Typ Tim Inju Any	etings e: e: e: rys/Acciden Reportable	1233	Yes N	<u>0</u>
	ABC Road	Orain Pipe		Note	Mee Typ Tim Inju Any Any	etings e: e: rys/Acciden Reportable Reportable	nts (Attach Report) e Injuries Today e Accidents Today	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe			Med Typ Tim Inju Any Any	etings e: e: rys/Acciden Reportable Reportable	ats (Attach Report) e Injuries Today e Accidents Today	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any	etings e: e: Reportable Reportable	nts (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: Reportable Reportable	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY The	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY The	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY The	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
√aterials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY The	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>
Materials Deliveried or U	12" CMP 1 ABC RAG	Orain Pipe		Note	Inju Any Any Any SS Uf- Con	etings e: e: e: Reportable Reportable UTY The	ats (Attach Report) e Injuries Today e Accidents Today Company	Yes N	<u>0</u>



Weather Conditions: Temperature (HILOW):  Start Time 6 00 8 mm  Manpower Total Hours by Trade  Juanuity Trade Total Hris Total Hris  Labor 777 C h. hartor Grader 10  John Description 1777 C h. hartor Grader 10  John Description 1777 C h. hartor Grader 10  John Description 1777 C h. hartor Grader 10  Cement Mason 10  Light John Description 10  Light John Description 10  Light John Description 10  Stevins description 10  Stevins description 10  Stevins description 10  John Description 10  Stevins description 10  Stevins description 10  John Description 10  Stevins description 10  Stevins description 10  Stevins description 10  Stevins description 10  John Description 10  Stevins description 10	159	v vv. vvickenburg Way, #5	Project Supe				Report Date: 9-13-12
Manpower Total Hours by Trade   Equipment in Use   Description   His of Use   Description   His of Use   Description   His of Use   Description   Total His   To		,	Weather Cor Temperature	iditions: (HI/LOW):			Start Time (100 Page
Manpower Total Hours by Trade  Description  Labor  Labor  Description  Truck Driver  Truck Driver  Cement Mason  Type:  Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Injuries Today  Any Reportable Accidents Today  Cement Mason  Cement Mason  Type of Material  Cement Mason  Type of Mason  Type of Material  Cement Mason  Type of Mason  Type of Mason  Type of Mason  Type of	arson Constru	iction Company, Inc.	I				End Time 4 ACI Dim
Authority Irade  Total Hrs  Z Labor  Q Operator  I Truck Driver  I Truck Driver  I Cement Mason  Z Flagger  Io  Work Performed:  Work Performed:  Quality Control Inspections:  Quality Control Inspections:  Quality Control Inspections:  Quality Control Inspections:  Meetings  Type:  Time:  Injurys/Accidents (Attach-Report) Yes No Arry Reportable Injuries Today  And Reportable Accidents Today  And Reportable Injuries Today  And Reportable Accidents Accidents Today  And Reportable Accidents Accidents Accidents Today  And Reportable Acciden	Mar	npower Total Hours by Trade					
2 Operator 10 2 Operator 10 3 Operator 10 420D CAT Backhow 10 1 Truck Driver 10 2 10 Gamon tractor 10 2 Elagger 10 2 Elagger 10 3 Elagger 10 4 Elagg	Quantity Trac						Equipment Idle
Operator 1 Truck Driver 1 Truck Driver 1 O Truck Driver 1	2 1					Hrs of Use	
Truck Driver 10 Formsetter 10 Formsetter 10 Gement Mason  2 Flagger 10 Mark Super 12 Dump truck 4 Mark Super 12 Smeath Pal Sept Compactor 0 310 S.J. John Deere Scraper 6 Mark Super 12 Dump truck 4 Mark Super 12 Dump truck 4 Mark Super 12 Dump truck 4 Mark Super 12 Smeath Pal Sept Compactor 0 310 S.J. John Deere Parkhar 5 75 PC Kom440 Extractor 0  Is "ULTRAFIO Rink Place Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Injuryolar Type of Material Ouantity Unit  Payson Cancrete ABC  S" Water Mark  S" Water M				772ch m	stor Grader		
Formsetter Cement Mason  2 Flagger In Work Performed:  Work Performed:  Work Performed  1811 ULTRAFIO PINC Place Place Applied  Applier  Applier  Applier  Applier  Type of Material  Quantity  Unit  Payson Cancrere  Applier  Appl				1460D CA	T Rackbase		
Cement Mason  2 Flacer In  Work Performed:  Stexhing 4000 Gel, Au trick & A  Kw 10 Wheeler, Dump trick & A  Gunder Roler RUSOC  Smeath Rad Foot Commandor of Silo SI John Deere Barkher & Commandor of Silo Silo Silo Silo Silo Silo Silo Silo			10	610 Ganyo	h tractor		750 (AT Wheel Loader & 1-
2 Flaces 10  2 Flaces 17 Dump truck & 18 Meetings 17 Dump truck & 18 Meetings 18 ULTRAFIO Pine Place 18 Place 18 Place 18 Meetings 19 Place 19 Plac				Guater tri	JCK FOLD		THE DUAN DEEDE SCYROLOG I ALL
Work Performed:    Comparison							5/676ina 4000 Gal Gal to the
Work Performed:    Samath Pad Scot Commartor State   Samath Pad Scot Commart State   Samath			10				Mark super 17 Dimon tology
Vork Performed:    Vork Performed:   Smeath 12d Sept Compactor & Sameath 1		00					Ray 10 Wheeler Name tweet of 1
Vork Performed:    Smeath Pad Scot compactor & Congression   Stock   S			·		· · · · · · · · · · · · · · · · · · ·		TWO BEEL ICALES PLISON
Work Performed:    STO S John Treere Bakher & To PC Komatky Excustory & To PC Komatky							SMooth Dol Cost Cours
Subcontractors Onsite Work Performed   Quality Control Inspections:   Meetings   Type:   Type:   Time:     Time:	Variable 6						12/05 JOHN 170000 120111 1 17 17
Subcontractors Onsite Work Performed Quality Control Inspections:    18" ULTRAFIO Page   Type: Type: Time:   1333	vork Performed	d:					
18" ULTRAFIO Page   Place   Type: Time:   Type: Time:   Injurys/Accidents (Attach Report) Yes No   Any Reportable Injuries Today   Any Reportable Accidents Today   Any Reportable Accidents Today   Any Reportable Accidents Today   Payson Cancrete   ABC   Unit   Coundurt on Caray As   Reportable Accidents Today   Reportable Accidents	·0						
Any Reportable Injuries Today Any Reportable Accidents Today Any Reportable Accidents Today Any Reportable Accidents Today  Notes  Of 161 ty Company  Coundurt on Congy as  Rayson Cancrete ABC  Rught water main	ubcontractors	1811 ULTRA		Quality Control Insp	ections;		Type
Any Reportable Injuries Today Any Reportable Accidents Today Any Reportable Accidents Today Any Reportable Accidents Today  Notes  Of 161 ty Company  Coundurt on Congy as  Rayson Cancrete ABC  Rught water main							Injune/Accidents (Attail 6
Any Reportable Accidents Today  Supplier Type of Material Quantity Unit  Payson Cancrete ABC  Any Reportable Accidents Today  Notes  Utility Company  Counduit on Cord AS							Any Report) Yes No
Payson Cancrete ABC  Notes  Utility Company  Counduit on Esquate  Bu water main							Any Reportable Injuries Today
Payson Cancrete ABC  Notes  Utility Company  Counduit on Esquate  Bu water main	laterials Delive	ried or Used					Any Reportable Accidents Today
Payson Cancrete ABC  Quantity Unit  Coundust on Esquare  Bu water main						Notes	
B" water main			lal	Quantity	Unit		OTICITY COMPONY
	raysow can	ncrote ABC					8" water main



	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe				Report Date: 9-14-12
	Wickenburg Az 85390	Weather Co Temperature	nditions:			Start Time 6:00 Am
Carson Co	onstruction Company, Inc.	Lomporature	- (UNCOAA):			COO AN
	Manpower Total Hours by Trad					End 1 me 4:00 PM
Quantity	Trade Total Hours by Trad		Equipment in Use			
addition y	TOTAL TOTAL	s Total Hrs	Description			Equipment Idle
	Labor				Hrs of Use	Description hy>
<u> </u>			420 D CAT BA	CKhoz	10	
	Truck Driver		305 Cat EX	cavator	10	gen on Deere Blade 6
······	Formsetter		210 Gannon	tractor J.D.	10	950 CAT Wheel Loader &
	Cement Mason					862 John Deere Scraper &
		+				2/676)ng 4000 Gal (0. 1
						LUGAR SUPEY 17 DITMAR HALLET
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						TOUREL LINEAR PLIENT
			·	**************************************		SMooth Pad Scot Companies
Work Perf						12/4 5 ) JOhn 1 Jacon 12 a 11 1 1 5
**OIK FEII	iormeg;					
						ROMATION EXCOVERDY
Subcontra	actors Onsite Work Perfor	med Instal	Quality Control Inspec	ctions:		Meetings
Subcontra	3 -70777 61703		Quality Control Inspec	ctions:		Tyme:
Subcontra	ZHI CMP		Quality Control Inspec	ctions:		Tyme:
Subcontra	ZHI CMP		Quality Control Inspec	ctions:		
Subcontra	ZHI CMP		Quality Control Inspec	ctions:		Type: 1233 . 6 6
Subcontra	ZHI CMP		Quality Control Inspec	ctions:		Type: Time: 1233 (6)  Injurys/Accidents (Attach Report) Voc N
	ZHI CMP		Quality Control Inspec	etions:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	ZHI CMP		Quality Control Inspec	etions:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	記れてMP 息  Deliveried or Used	Instal		ctions:	Notes	Type: Time: 1233 (6)  Injurys/Accidents (Attach Report) Voc N
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	フリュー CMP B Deliveried or Used	Instal			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	フリュー CMP B Deliveried or Used	Instal			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	フリュー CMP B Deliveried or Used	Instal			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	フリュー CMP B Deliveried or Used	Instal			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials I	フリュー CMP B Deliveried or Used	Instal			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today



159 W. W	onstuction Co. Inc. lickenburg Way, #5	Project Sup				Report Date:	9-17-12	
AAICKGUDE	rg Az 85390	Weather Co	nditions:				1-11-12	
		Temperatur	e (HI/LOW):			Start Time	6400	
Carson Construction	Company Inc	<u>k</u>	- (co.r).			End Time	6:00 Am	
Mannowe	r Total Hours by Trade						4:00 PM	l
Quantity Trade			Equipment in Use	<u> </u>				
	Total Hrs	Total Hrs	Description	·		Equipment Idi	8	
Labor		10			Hrs of Use	Description		ps
Opera		10	772 CH BIO	ide U.O.	10	770 Jol		
Truck	Driver	10	water tr	UCK FOID 400		GC# 600		
Forms	etter	1-70	410 John	De Counting turn	tax 10	950 CAT	Wheel Load	
Ceme	nt Mason		9000 (47	BOCKLOP	10	BOX John	Deere Scrap	
L Flug	Cup.		305 Cat	Excavator	1 1/2	1.21576) n z 4	1000/2017 /0	
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						SMooth Pe	DIEY PL 1502	<u> </u>
						2100	d Foot compa	CTOY O-
Work Performed:							יכו בישבילו אול?	101 2-1
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Subcontractors Onsite	Work Porfo							
Subcontractors Onsite		ned	Quality Control In:	spections:				
Subcontractors Onsite		ned Doam Oir	Quality Control In	spections:		Meetings		
Subcontractors Onsite	2411 CMF	пed Э Do am pipe	Quality Control In	spections:		Meetings Type:		
Subcontractors Onsite	2411 CMF	ned Doain Pipe	Quality Control In	spections:		Type:	1-23.66	
Subcontractors Onsite	2411 CMF	ned Doain Pipe	Quality Control In	spections:			1233.66	
Subcontractors Onsite	Rd ABC	Do am pipe	Quality Control In	spections:		Type: Time:	_	
Subcontractors Onsite	2411 CMF	Do am pipe	Quality Control In	spections:		Type: Time: Injurys/Accide	nts (Attach Report)	
	Rd ABC Place Rip	Do am pipe	Quality Control In	spections:		Type: Time: Injurys/Accide Any Reportabl	nts (Attach Report)	Yes No
	Rd ABC Place Rip	Do am pipe	Quality Control In	spections:		Type: Time: Injurys/Accide Any Reportabl	nts (Attach Report)	
Materials Deliveried o	Rd ABC Place Rip	Doain pipe	Quality Control In	spections:	Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Rd ABC  Place Rip  Type of Mate	Doain pipe			Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911	Quality Control In	spections:  Unit	Notes	Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o	Rd ABC  Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o Supplier	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No
Materials Deliveried o	Place Rip  Type of Mate	Doain Pipe Rap 911				Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Réport) e Injuries Today e Accidents Today	Yes No



	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	ervisor:			Report Date: 9-18-12	
	Wickenburg Az 85390	Weather Co	nditions:			1-18-11	
		Temperatur	e (HI/LOW):			Start Time 6:00 AM	
Carson Co	onstruction Company, Inc.	· omperatur	e (UNFOM):				Miles
	Money Company, Inc.					End Time 4:00 PM	80
Quantity	Manpower Total Hours by Trade		Equipment in Use				
Guaritity	Trade Total Hrs	Total Hrs	Description			Equipment Idle	أرحسب
<u> </u>	Labor	10		***************************************	Hrs of Use	Description	1
3	Operator	10	420D Cat	Backhoe	10		
1	Truck Driver		305 Cat 12	XCavatror	170	770 John Deere Blade	6
	Formsetter	10	210 Gannon	tractor ILD	170	130 CAT Wheel Candon	6
	Cement Mason		Water true	K 4000 Ga Ford	10	LOGG John Deere Schan	6
Į	Edma = C			OG TOIG	+ 10	2/5/L) n 6 4000 [6.] [6. ]	
	Fdagger	10		<u> </u>		WORK SUPER 17 Dillana to a	
						Kw lowheeler Domp truc	9
						guheel Roler PL 1500	
·						Smooth Pad Foot compactor	121
Maria Day						310 ST John Deere Backhar	101
Work Perf	formed: No Colar	K on C				75 PEROMATE EXCOUNTER	10
	Conduit		elater mo	ain		LIZY KOMETSU EXCOUCTION	
		on	The Colon A			W. T.	
				t water Li	ne 84		}
				of water Li	ne 84		
				st water Li	ne 84		
Subcontra	actors Onsite Work Perfor				ne 84		
Subcontra	3	med	Quality Control Ins		ne 84	Meatings	
Subcontra	ectors Onsite Work Perform 240 CMP				ne 84	Meetings	
Subcontra	2411 CMP	med Instal			ne 84	Type:	
Subcontra	2411 CMP	med Instal			ne 84	Type:	
Subcontra	3	med Instal			ne 84	Type: 1233. 66	
Subcontra	2411 CMP	med Instal			ne 84	Type: 1233. 66	
Subcontra	2411 CMP	med Instal			ne 84	Type: Time:  233. 66	No
	2411 CMP Place Ripp	med Instal			ne 84	Type: Time:    233	No
Materials I	2411 CMP	med Instal				Type: Time:  233. 66	No
	2411 CMP Place Rips Deliveried or Used	ned Instal Rap 9"	Quality Control Ins	spections:		Type: Time:  Injurys/Accidents (Attach-Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	No
Materials I	2411 CMP Place Ripp	ned Instal Rap 9"			ne 84	Type: Time:    233.       Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today    Officity & Company	No
Materials I	2411 CMP Place Rips Deliveried or Used	ned Instal Rap 9"	Quality Control Ins	spections:		Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Ofilitys Company Coundait	No
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Materials I	2411 CMP Place Rips Deliveried or Used	ned Instal Rap 9"	Quality Control Ins	spections:	Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Ofilitys Company Coundait	No
Materials I	2411 CMP Place Rips Deliveried or Used	ned Instal Rap 9"	Quality Control Ins	spections:	Notes	Type: Time:  Injurys/Accidents (Attach-Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  Ofilitys Company  Coundait On the way as	No
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- 31 M GOLOJ ,	: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe		Report Date: 9-19-12.
	Wickenburg Az 85390	Weather Cor	nditions:	
		Temperature	(HI/LOW)	Start Time 6:00 Am-
Carson Co	onstruction Company, Inc.		(	#End Time
	Manpower Total Hours by Trade			charine 4:00 PM
Quantity	Trade Total Use		Equipment in Use	
7	r Viai mis	Total Hrs	Donorintia	Equipment Idle
<del></del>	Labor		420 D Cat Backhoe 10	Description hy
	Operator	T	205 to Backhoe 10	770 John Deere Blade A
	Truck Driver		305 cat Excavator 10	GCA CATALLES
	Formsetter		210 Gannon John Dutractor 10	8/2 1-11
	Cement Mason	<del>                                     </del>		862 John Deere Scraper &
	Flugger	10		sterling 4000 Gali We truck &
W-1	73	1/5		Mark super 17 Dump truck or
		<del></del>		1 AW 10 Wheeler Dawn track of
		<u> </u>	:	TOURSE IGNIEN PI ISAL
				2MOGTA Vad Smot Marie 1
Work Perfo	ormod:			1 17/05 Tohis Theore 17 11 TG
TOTAL CITY	onned:	Alter De		7000
		WATE OF	Main Culater lines	LITTE COMATSO EXCOUNTY
<b>X</b>		WWIK AV	main cuater line	75 PE Komatsu Excountor o
Subcontrac	ctors Onsite Work Perfor		Quality Control Inspections:	Meetings Excaugitor
Subcontrac	ctors Onsite Work Perform Place Rip 24" CMP (	med 2 op 9" Drain Pipe		Meetings Type: Time: 1233.66
Subcontrac	ctors Onsite Work Perform Place Rip 24" CMP (	med 2 op 9" Drain Pipe		Meetings Type: Time: 1233.66  Injurys/Accidents (Attach Report) Voc. No.
Subcontrac	ctors Onsite Work Perfor ເປັນ ຂາຍ	med 2 op 9" Drain Pipe		Meetings Type: Time: 1233.66  Injurys/Accidents (Attach Report) Voc. No.
	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Se	med 2 op 9" Drain Pipe		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time: 1233.66  Injurys/Accidents (Attach Report) Voc. No.
	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Se	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  () That Company
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  () That y company Counduit on The way
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser  Deliveried or Used Type of Mate	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay
Materials [	ctors Onsite Work Perform Place Rip 24" CMP ( 2" water Ser	med 2 op 9" Drain Pipe Wice Tap	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Offlity Company Coundary on The Gay



Contractor:	Carson Const	tuction Co. Inc. enburg Way, #5	Project Supe	ervisor;			Report Date:	0.20.15	
	Wickenburg A	Az 85390	Weather Cor Temperature				Start Time	9-20-12 6:00 Am	No.
Carson Co	nstruction Com	npany, Inc.		· (1.0.2.0 VV).			End Time	300 PM	
	Manpower To	otal Hours by Trade							
Quantity	Trade	Total Hrs		Equipment in	า Use		Equipment Idle		
<b>2</b> 3	Labor	·otarriis		Description		Hrs of Use	Description		
3	Operator		109	306 CC		G	· Maria		hvs
· · · · · · · · · · · · · · · · · · ·	Truck Driv	/er	100 9	420D C	at Backbace	0	400000	ere Blade	0
	Formsette			210 Gan	mon O. Deero tyur	TON G	950 CATEU	heel Logder	0
· · · · · · · · · · · · · · · · · · ·	Cement M			624 J.	decre Lopider	2	BBY A DE	ere Scraper	
j						<del>- 7 - 1</del>	12/EVLING	1000 Gal Water trained	0
<u></u>	Flagg	<u> </u>	99				WIACK SUDE	ex 12 Dumo town	-O-
				:			KW 10 Wh	eeler Dumon	6
			<u> </u>			<del></del>	1960 heel Ro	18x P1 1500	-6-
	1	· · · · · · · · · · · · · · · · · · ·					Smooth Pac	Foot compactor	0
A/anla D							15/02/ Val	Deere Bardina	
Work Perfo	ormed:	Place Rim	e pap	911	NO WORK C	on avate	11 15 PC KA	moters by care I	6
		Ce	ntury (11	uk counc	dult on the		er main l ater main		
Subcontrac	ctors Onsite	Work Perform	ned l	10 - 11 - 6 -					
		TOTAL OHOM	ived	Quality Contr	rol Inspections:		Meetings		
			`				Туре:		
							Time:	123366	
							Injurys/Acciden	its (Attach Report) Yes	
							Any Reportable	its (Attach Report) Yes	No
							Any Poportable	injuries roday	
	Deliveried or Us	sed					TOTAL MEDICADIO	Accidents Today	
Supplier		Type of Mate	erial	Quantity		Notes	Utility	Company	
· · · · · · · · · · · · · · · · · · ·				Quantity	Unit			t to the	
							OF SUITE	I on the way	
						-	OF 8" Wa	ter main	
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Contractor:	Carson Constu 159 W. Wicker	iburg Way, #5	Project Supe	ervisor:			Report Date: 9 - 24 - 12
	Wickenburg Az		Weather Co Temperature				Start Time (2:00 And
Carson Co	nstruction Comp	any, Inc.	<del>1</del>				End Time 4:00 Pm
·	Manpower Total	al Hours by Trade					-1.00 1771
Quantity	Trade	Total Hrs	Total Hrs	Equipment in Use			Equipment Idle
2	Labor			Description		Hrs of Use	Decoriation
-3	Operator		10	624 John Deen	plader	10	· · · · · · · · · · · · · · · · · · ·
ĺ	Truck Drive		10	4200 COT BO	12 100	10	770 J. Deere motor Grader 0 19
	Formsetter	· · · · · · · · · · · · · · · · · · ·	10	309 Cat EXCAV	atar	10	LISO CHI LOUDON
				210 Gannon J.D	citizentais		562 John Deans Schane la
	Cement Ma				MUCTOY	10	570x/me 4000 Gal 11/10to the
	Flugger		10				WIACK SUPER 12 DUMAN TRULL
	2 1						
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Vork Perfo	rmed:	COUT GOOD					310 55 Vonto Deore Backhoe &
		10000	e For	Keystone Block Wa	11	NO CHO	NOMICESU EXCOVO TOV A
							ork on water line
					Unlite	an in i	
				R.	Water	cound	ust on the way or
Subcontrac	ctors Onsite	Work Perform			LU a IEY	Line	
		MOLK LEHOTH	ied	Quality Control Inspection	S:		Meetings
							Type:
							Time: (1233.66)
							Injurys/Accidents (Attach Report) Yes No
							Any Reportable Injuries Today
			<u>l</u>				Any Daniel Hijuries Today
laterials D	eliveried or Use	d					Any Reportable Accidents Today
upplier						Notes	
		Type of Mate	rial	Quantity U	nit	_	
						in the second	
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				ş •	70	the first of the same of	# Description
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	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe			Report Date: 9 - 25 - 1 Z
	Wickenburg Az 85390	Weather Co	onditions:		1 25-16
		Temperatur	e (HI/LOW):		Start Time 6:00 0 0
Carson Cor	nstruction Company, Inc.	- Political	o (razeovy);		End Time
	Mannayas Tatal II				CIRTIME 400 PM
Quantity	Manpower Total Hours by Trade		Equipment in Use		
additity .	i Utal Fills	Total Hrs	Description		Equipment Idle
	Labor	10		Hrs of Use	Description
ጟ	Operator		1024 John Deere 10	A /A	
	Truck Driver	10	1960 D Cat Backling		120 John Deexe Bloke
	Formsetter		Guater truck 4000 Gal	Sead 10	150 CQ / (11h00) / 0-1-
	Cement Mason		210 Garnan tractor		Dalilah Doore Co.
2	Elco		The result of the second	10	1978Y 17 G 70006 / (1) to
	Flagger	10			
					1 2/////// 13/14 13/14 14 17 20 11 11
					3/0 ST Jal TooT Compactor 0
					310 57 John Deere Backhoe &
31-1-25-2					75 pe Komatsu excavator &
Work Perfo	ermed: EARThway	112			Asphalt Paver Blow Knox 510 6
		<b>~</b>	(1)+ a.d. a.		· · · · · · · · · · · · · · · · · · ·
			CUT Goode Blackwal Grade Por Keyston		K on ovotor line
Subcontrac	ctors Onsite Work Perfor		Grade Por Keyston		K on ovotor line
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Subcontrac			Grade Por Keyston		Meetings Type:
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Subcontrac			Grade Por Keyston		Meetings Type: Time:  Injurys/Accidents (Attach Report)
	tors Onsite Work Perfor		Grade Por Keyston		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials D			Grade Por Keyston		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
	etors Onsite Work Perfor  Deliveried or Used	med	Grade Per Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Materials D	tors Onsite Work Perfor	med	Grade Por Keyston		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  (JT/JTY) (CMPC 18)
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Per Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  (JT/JTY) (CMPC 18)
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Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  (JT/JTY) (CMPC 18)
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company
Materials D	etors Onsite Work Perfor  Deliveried or Used	med	Grade Por Keyston	ewall Avo (WA)	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Ortility's Company  Ortility's Company



Contractor	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	ervisor:		
Carson Ca	Wickenburg Az 85390	Weather Co Temperatur	e (HI/LOW):		Report Date: 9-26-12  Start Time 6.00 n
-4:301: C(	onstruction Company, Inc.				$\mathbf{E}_{-1} = 0^* \cup 0^* $
	Manpower Total Hours by Tra	do a			End Time 4:00 PM
Quantity	Trade Total H		Equipment in Use		
`3	Labor		Description		Equipment Idle
- 3	Operator	10	7726h John Deere Blyde	Hrs of Use	Description
	Truck Driver	10	210 Gannen J.D. tractor	10	770 John Deere Blude 6
	Formsetter		Foul Water 1	10	950 COT CHE ISlade
	Cement Mason		Ford water truck 4000 6	10	950 cat wheel Loader 6
.2	Content Mason		309 Cat Excavator	(0	862 John Deere Scraper &
	Flagger	10			the state of the s
<del>"</del>					
					200001h Book Toward
					KONOTALI IPILA
Work Perfe	ormed: Slurry			<del></del>	THE WALL PAYED RIVER TO THE TENTH OF THE PAYED RIVER TO THE PAYED RIVE
		cmp/			B - BUUMU D NOX SIM IS
			Rd ABC / Rin Rea		THE PART ISLOW KNOX SID & 4
			Rd ABC / Rip Rap	911	4
			Rd ABC / Rip Rap	911	
·			Rd ABC / Rip Rap	911	(1514.91)
Subcontrac			7 129 1290	q K	
Subcontrac			7 129 1290	918	(1514.51)
Subcontrac			Rd ABC / Rip Rap  Quality Control Inspections:	918	(1514.51)
Subcontrac			7 129 1290	916	Meetings
Subcontrac			7 129 1290	916	Meetings Type:
Subcontrac			7 129 1290	918	Meetings
Subcontrac			7 129 1290	918	Meetings Type: Time:
Subcontrac			7 129 1290	918	Meetings Type: Time:  Injurys/Accidents (Attach Records)
	ctors Onsite Work Perfo		7 129 1290	916	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials [			7 129 1290	916	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:	9 // Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
	ctors Onsite Work Perfo	ormed	7 129 1290		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  Any Reportable Accidents Today
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  Any Reportable Accidents Today
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)
Materials [	ctors Onsite Work Perfo	ormed	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Any Reportable Accidents Today  (Util) Itt Common (Water Main)



	or: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5 Wickenburg Az 85390	Project Sup		Report Date: 9-27-12
		Weather Co	enditions:	
		Temperatur	e (HI/LOW):	Start Time 600 Am
carson Co	onstruction Company, Inc.			
gradient de la servicione	Manpower Total Hours by Trade			End time 400 PM
Quantity	Trade Total Us		Equipment in Use	
7	Labor Total Hrs	Total Hrs	Description	Equipment Idle
<del>3</del>	· · · · · · · · · · · · · · · · · · ·	1/6	Hrs of Use	Description
	Operator	10	772 ch J. Deere Blade 10	770 John Don 5 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
·	Truck Driver		water truck 4000 bak Ford 10	de siace de la constante de la
	Formsetter		LO Gannon De Toucher	-1 L120 CO / (11h00) / A-/-
	Cement Mason		420D PAT BUCKNOP 10	- 1/24 4 i / A h 1 1 0 0 / 0 5 o 4
2	Flagger	<del>                                     </del>		3/C(C) n q 1000 hall (1 a to a day a to a to
	7 7 7 3 8 7	10		
				- 1 500001k 100 d Care co
				310 57 John Deere Backhoe 6
				7500 Lonn Deere Backhoe 6
		T		- KONGTOLI POVICE I
Work Perf	formed: Sub grade	T T		Asphalt Paver Blow Knox SID 6
	-200 1100E	<u> rep.</u>	/ EARTHWARK NO COLOTON	
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•				511101
Subcontra	actors Onsite Work De-			51491
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			Temporate	onanio.	ons:			
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	Mannower Tot	al Hours by Trade						End Time 400 Pm
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	: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Si	upervis	sor:					
	Wickenburg Az 85390						Report Date:	10-2-12	
		Weather	Condit	ions:				10-2-12	
Carson Co	enstruction Company, Inc.	Temperal	ture (H	li/LOW):			Start Time	600 nm	
	instruction Company, Inc.						End Time	6:00 AM	
Quantity	Manpower Total Hours by Tra	de	1 10					4:00 pm	
wooninty	Total	irs   Total Hrs		quipment ir	) Use	***************************************			
	Labor	.002(11)	<b>4</b>	Description		Hrs of Use	Equipment Idle		
4	Operator	<del></del>	-   -	772 CH.	John Doere Blade		Description		nrs
<u> </u>	Truck Driver	<del> </del>			(Jr. P 400/ )	10	770 John	Deren Mator	7 1 1 0
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ontractor:	159 W. Wickenburg Way #5	Project Sup				Report Date:	10-3-12	
	Wickenburg Az 85390	Weather Co	onditions:				10-3 12	
		Temperature	e (HI/LOW):		·	Start Time	6:00 Am	
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	Manpower Total Hours by Trade						4:00 Pm	
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	: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Su				Report Date: /6-4-12	منات المتعدد
	Wickenburg Az 85390	Weather C	Conditione			10-4-12	
		Temperatu	re (HI/LOW):			Start Time	I
Carson Co	nstruction Company, Inc.		is (FINEOWY).	-		End Time	
As Same	Manpower Total Hours by Trac					4:00 Pm	300
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l l	Truck Driver	16	305 Cat	EXCAULTOY	10	110 Vala Drew nach a	9
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	Wickenburg Az 85							Report Date:	10-8-17	
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Materials C Supplier	Deliveried or Used	Type of Mater	ed	G	Quality Cont	rol Inspections:		Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) Ye Injuries Today e Accidents Today	



	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	ervisor:			
	Wickenburg Az 85390	L			Report Date: 10-9-12	والمستقدية المستقدية
	2000 Par 4 000390	Weather Co	onditions:		10.7-16	
Carnon C.		Temperatur	re (HI/LOW):		Start Time 6-90 And	
Carson Co	onstruction Company, Inc.					
	[Manpower Total Hours by Trade				End Time 4:00 Pm	######################################
Quantity	Trade Total Hrs	Total Hrs	Equipment in Use			
3	Labor		Description	TU-0 -511	Equipment Idle	<del></del> [
3	Operator	10	772 Ch John Deore Mintor Gode	Hrs of Use	Description	
	Truck Driver	10			770 John Deen Major Cosader	775
	Formsetter	10	FOY & 4000 Good (1)	1-10		
	Cement Mason		210 J. Deere Gannon Tractor	70	1001 John Door Com	0
	Flagger	10	10 CTOP	10	Sterling 40006, Water fork	. 6
-	79	10		<del> </del>	WIGOK SIME 17 NO	Ð
		<del>                                     </del>		<b></b>	KW 10 Wheeler Dump Truck	0
17.				<u> </u>	qwheel Roler Pi 1500	6
				ļI	SMOOTH Dad FOOT Compartor	0
Work Perfe	ormed:				Asphait Pavey Blain Mnor Slip	Ø
	ENSTONE	Wall I	Rd Support la D		1 Islaw Knor Sio	0
	ormed: <u>Keystone</u>	wall /	Rd Subgrade Prep. /		I Slaw Mnor Slip	0
	EEVITIME	wall /	Rd Shorade Preps /			0
		wall /	Rd Schograde Preps /		1519.74	0
Subcontrac						<i>O</i>
Subcontrac	ctors Onsite Work Perform				(519.79)	<i>O</i>
Subcontrac			Rd Subgrade Preps / Quality Control Inspections:		(519.79)	<i>9</i>
Subcontrac					Meetings	<i>O</i>
Subcontrac					Meetings Type:	8
Subcontrac					Meetings	0
Subcontrac					Meetings Type: Time:	6
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	ctors Onsite Work Perform				Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Teder	
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	ctors Onsite Work Perform	med	Quality Control Inspections:	Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	
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-viniaciof	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	ervisor:				<u> </u>	
	Wickenburg Az 85390		•			Report Date:	10-10-12	
		Weather Co	onditions:					
20000		Temperatur	re (HI/LOW);			Start Time	6:00 Am	
Jarson Co	onstruction Company, Inc.					End Time		Ĺ
	Manpower Total Hours by Trade	)	17-				4:00 pm	
Quantity	Trade Total Hrs	Total Hrs	Equipment in U	se				
	Labor	710	Description		Hrs of Use	Equipment Idle		
<u> </u>	Operator	10	624 John	Deere loader	10	Description		hrs
	Truck Driver	10	<b>L</b> 1000 (01	[ Kron Lik man		770 John	Deere Blade	his to
1	Formsetter	10	1303 COA	EXCAUCITION	1/2	1 300 John	DEPLO SPENDEN	
	Cement Mason	10	1 //() (conno	M . I Company	16	4 "1 31 4 E 141"	/ / / / / / / / / / / / / / / / / / / /	#
Į.	Fluores		6 Ford 400	Gal Water Truck	10	Sterlau 4000	Water truck	/
	Flagger	10		MAR WY OF MUCK	10	Mack super	12 Dump truck	0
****						1.1500 : 10 (11 h)	10/0 DI 224-12 1	
······································						9wheel no	iler cat PL 150C	<u>o-</u> 1
						Smooth Dad	Foot compactor	6
							EDG COMPOSTOV	ei
Nork Dorf		_1 [		<del></del>		HASDRAH DA	Mary Mil.	
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	formed: Key STOME.				Rd Subgr	ade Bro Pa	ver Blow knox SID	6 4
	Bey Stolle		/ ckUShe		Rd Subar	E PROPRIET PA	ver Blow knox SID	6 4
	Bey Stolle				Rd Subar	ade Bro Pa	ver Blow knox SID	8
	Bey Stolle				Nd Subar	Ade Vra Pa	ver Blow knox SID	6
	Bey Stolle				Nd Subar	Meetings Type:	ver Blow knox SID	6
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	Bey Stolle				Rd Subar	Meetings Type: Time:	Ots (Attach Report)	8 1
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Subcontra	ictors Onsite Work Perform	med	Quality Control	Inspections:		Meetings Type: Time:  Injurys/Accide Any Reportabl	nts (Attach Report) Yes e Injuries Today e Accidents Today	8 4
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	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe	ervisor:		Report Detail	
-	Wickenburg Az 85390	Weather Co	oditions:		Report Date: 10-10-12,	
		Temperature	A (HI/I OMA).			
Carson Co	onstruction Company, Inc.	1	(TIVEOVY):			
	Manpower Total Hours by Trade				End Time 4:00 pm	
Quantity	Trade Total Hours by Trade		Equipment in Use		The Day	
Ч	O(a) Hrs	Total Hrs	Description	T I	Equipment Idle	
	Labor	10		Hrs of Use		
<u> </u>	Operator		624 John Deere Loader		Description	1.
	Truck Driver	10	1210 (90nnon , 1) 4	10	770 John Deere Blade	hrs
	Formsetter	10	Waley Truck rold lland	101	862 John Degre Scraper	10
	Cement Mason	10	420 D Cati Backhoe	10	950 CAT W. leader	10
1	Close		305 COT MUKNOE	10	Steel Upader	0
	Flagger	10	305 Cat Excavotor	10	Sterling 400 Woter truck	0
					11 KUK SOOPS 17 17 17 19 19 19	0
		<del>                                     </del>		<del> </del>	LOW: 10 (likeola Duna	
		<del>                                     </del>		<del> </del>	LOUISE ILOUPY CUT DO LOU	10-
		<del></del>		<del> </del>	Smooth Pad Foot compactor	6
Vork Perfo	ormed:				Asphalt Paver Blow Knox Sib	0
	ormed: <u>Key stome</u>	Walls	/ chiles /		PANET PAVEY Blaw Knox SIA	-6
			/ CKUShed asphalt /	Red Subar	ide Propa	
					(1519.74)	-
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oubcontrac	ctors Onsite Work Perforr	med	Quality Control Inspections:		Modifies	
oubcontrac	ctors Onsite Work Perforr	med	Quality Control Inspections:		Meetings	
oubcontrac	ctors Onsite Work Perforr	med	Quality Control Inspections:		Туре:	
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Subcontrac	ctors Onsite Work Perforr	med	Quality Control Inspections:		Type: Time:	
bubcontrac	ctors Onsite Work Perforr	med	Quality Control Inspections:		Type: Time:	
	WORK T GHO!	med	Quality Control Inspections:		Type: Time: Injurys/Accidents (Attach Boxes)	No
	WORK T GHO!	med	Quality Control Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today	No
Materials D	Deliveried or Used		Quality Control Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today	No
Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	No
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Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No
Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today	No
Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No
	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No
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Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No
Materials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No
Aaterials D	Deliveried or Used			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes Any Reportable Injuries Today Any Reportable Accidents Today  St dden LINK Counduit	No



	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe				Report Date:	10-16-17	
	Wickenburg Az 85390	Weather Cor				i	- 13 12	
		Temperature	∍ (HI/LOW);			Start Time	6:00 Am	
Jarson Cor	nstruction Company, Inc.					End Time	1:00 pm	No.
***	Manpower Total Hours by Trade						1.00 174	
Quantity	Trade Total Hrs		Equipment in Use	<b>)</b>	1	Equipment Idle		
4	Labor		Description		Hrs of Use	Description		
3	Operator	10	624 John	leere loader	100			hrs
	Truck Driver	10	ニモノノム しけっしんりん	poro Mari- A i	20	770 John	Deere Blade	19
I	Formsetter	10	Walter DUOK 40	000601 600 COV		866 John	Deese Secanon	10
	Cement Mason	10	Lalo Gannon I	D Tractor		- KYSO CAT /	1 Manuala	e
ĺ	TOTAL MASON	<del> </del>	420D Cat	Backhere	10	Sterling 9000 U	Vater truck	0
		10			1 4	- LINGER SUPER 1	2 Dump tours	0
					<del> </del>	KW. 10 Whee	le Dumn truck	٦
<del>***</del>		<b></b>			<del>                                     </del>	Juneel ILol	er cat plica	6
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Vork Perfo	I	<u></u>   ·			<del> </del>	Asphalt Pav	ver Blow knox Sib	0
	rmed: <u>Key stome</u>	1111110	/ -     -		1 8			<b>─</b> ├ <u>ॅ</u> ┤
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		10011-	CKUShen	asphalt 1	Rd Subara	ide Prapo		
		www.	/ CKUShen	asphalt 1	Rd Subara	ide propo	(1519)	
			/ CKUShen	asphalt /	Nd Subgra	ide propo	(1519.79)	
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	ctors Onsite Work Perform				Rd Subara	Meetings Type: Time: Injurys/Accident Any Reportable	ts (Attach Report) Yes	No
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Materials D	etors Onsite Work Perform	med	Quality Control In	spections:		Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
	ctors Onsite Work Perform	med				Meetings Type: Time: Injurys/Accident Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
Materials D	etors Onsite Work Perform	med	Quality Control In	spections:		Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
Materials D	etors Onsite Work Perform	med	Quality Control In	spections:		Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
Materials D	etors Onsite Work Perform	med	Quality Control In	spections:		Meetings Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
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Wickenburg Az 88  Carson Construction Compan  Manpower Total F  Quantity Trade  Labor  Operator  Truck Driver  Formsetter  Cement Masor	Temperatu	Equipment in Use Description	Hrs of Use	Report Date: 10-10-12  Start Time 6:00 Am End Time 4:00 Pm	
Manpower Total F Quantity Trade  U Labor  Operator  Truck Driver  Formsetter	y, Inc. ours by Trade	Equipment in Use Description 624 John Description	Hrs of Use	End Time 4: 00 Pm	
Manpower Total F Quantity Trade  U Labor  Operator  Truck Driver  Formsetter	ours by Trade	Description 624 John Des	Hrs of Use	Equipment Idie	4
U Labor  3 Operator  / Truck Driver / Formsetter	Total Hrs Total Hrs	Description 624 John Des	Hrs of Use	Equipment Idie	e e
U Labor 3 Operator / Truck Driver / Formsetter	Total Hrs Total Hrs	Description 624 John Des	Hrs of Use	Equipment Idle	
3 Operator / Truck Driver / Formsetter		624 John De	Hrs of Use	1 - Jan Britonia	
/ Truck Driver / Formsetter		777 (1) Dohn De		Docarintian	
/ Formsetter		1777 /11 1 6	250 10000	<u></u>	hrs
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Cement Masor		Ford water to	W.L. (10120 - 1	1 XO4 10hr 1) each con -	0
J Cernent Mason		7/10 Go han d	2K 4000 Ga/4 10	950 CAT Williader	0
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		420 D Cat 1	Backhoe 10	2101100 WATERY TOWNER	_
				MIKUK SCOPER 17 Dimen the sail	
				$L \cap \mathcal{N} \in \mathcal{U}(I) \cap \mathcal{U}(I)$	
				9 wheel roler cat PL 1500	<u>e</u> -
				Smooth Dile to PC 1500	6
Mode D. S.					0
Vork Performed: K	ey stome wall.				<i>G</i> L
	July Walls	/ckushed	gent 1- 1 - 1		~
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Subcontractors Onsite				1519.74	_
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		Quality Control Inspe	ections:	I Waste To the second s	[
				Meetings	
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				Injurys/Accidents (Attach Report) Yes No	_
				Any Reportable Injuries Today	2
Materials Deliveried or Used				Any Reportable A.	
Supplier				Any Reportable Accidents Today	_
Applici	Type of Material		Notes		
		Quantity	Unit	Sudden LINK Coundrit	HARAS .
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	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5 Wickenburg Az 85390	Project Supe				Report Date:	10-17-12	
	***iokenburg Az 85390	Weather Co	nditions:				10 11-1人	
-		Temperature	e (HI/LOW):			Start Time	6:00 Am	
arson Co	onstruction Company, Inc.					End Time		
	Manpower Total Hours by Tra						4:00 pm	į
uantity	Trade Total H		Equipment in Us	е		-		
Z	Labor		Description		1112	Equipment Idle	9	
.2	Operator	10	624 John	Deere Locider	Hrs of Use	Description		<del></del>
1	Truck Driver	10	777204:1	Deere Motor Grad	10	770 John	Deere Blade	<u>h</u> rs
7	Formsetter	10	Grand water	TYUCK YOUGGEL		862 John	Deere Scraper	<del>[0</del> -
	Cement Mason	10	420 D COT	Bould down	10	950 CAT	Col las la	10
ı			7/0 600	Dacknoe	16	5ter/m 4400	Woter truck	<u> </u>
	Flagger	10	210 Gannon	TYOCKOY	10	Mych scores	Water Truck	- O
····						Kul lauk	12 Dump truck	_ 0
						Quhest n	rele Dump truck	<i>D</i> -
						Source D. L.	eler cat PL 150C	6
<i>I</i>						OSDE LA D	Foot compactor	السا
ork Perf		115/12				UDDUNAIT PA	ver Blan knox Sil	9
	-Rd ABC		RIB	Bon Curh 1	DJ Sul			
	Rd ABC	· www		bon curb I	Rd Subgra	ide propo 1	Stut Creat	
	Rd ABC			Bon curb I	nd Subura	ide propol	Shut Creek	
	RO ABC		/_Conc. Rie	Bon curb 1	nd subgra	ide prop.		
ubcontra	Ro ABC				nd subgra	ide propo	1519.74)	
ubcontra	RO ABC		Quality Control in		Rd Subyra	ide propol		
ubcontra	Ro ABC				nd Subyra	Meetings		
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ubcontra	Ro ABC				Rd Subura	Meetings Type: Time:	1519.74	
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ubcontra	Ro ABC				Rd Subyra	Meetings Type: Time:	ots (Attach Report) V	
	ictors Onsite Work Perfo				nd Subyra	Meetings Type: Time: Injurys/Accide Any Reportabl	nits (Attach Report) Ye	
Aaterials (	Deliveried or Used	rmed				Meetings Type: Time: Injurys/Accide Any Reportabl	ots (Attach Report) V	
laterials (	Deliveried or Used	rmed	Quality Control in	hspections:		Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) Ye e Injuries Today e Accidents Today	
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laterials (	Deliveried or Used	rmed	Quality Control in	hspections:		Meetings Type: Time: Injurys/Accide Any Reportabl Any Reportabl	nts (Attach Report) Ye e Injuries Today e Accidents Today	
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1	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe				Report Date: 10-18-12	
1	Wickenburg Az 85390	Weather Co	nditions:				A COMPANY
		Temperature	e (HI/LOW):			Start Time 6:00 Am	
arson Cons	struction Company, Inc.					End Time S.OO PM	general
	Manpower Total Hours by Trade					J.00 PM	
Quantity 7	Trade Total Hrs		Equipment in Use				
سير ا	Labor		Description		Irs of Use	Equipment Idle	
	Operator	10	772 CH J. Deer	a Mate ( )	- X	Description	hó
<del>?</del> +		10	420D COT BOC	e Nava (7/6/de/)	10	770 John D. Motor Grader	0
<del></del>	Truck Driver	10	210 Gannon tra	Knoe	10	LIOU COU COOLOS	
	Formsetter	10	Ford water tru	LCTOY	10	862 J. Deero Scar	01
	Cement Mason		VOIC WATER TYU	CK 4000 Gal.	_10	Sterling 4000 Gali Cucter truck	0
	Flagger	10				Mack Suns 12 2 Wester Truck	9
	70					Mack super 17 Dump truck	01
		<del> </del> -				KW 10 whenler Dump truck	01
		<del>                                     </del>				TO 1881 140/EV COT DI ICAL	6
						211100Th War Garage Com Dougla	0
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ubcontracte	ors Onsite Work Perforr	ned	Quality Control Insper	ctions:			出
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oubcontract	ors Onsite Work Perforr	med	Quality Control Inspec	ctions:		Meetings	
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iubcontract	ors Onsite Work Perform	med	Quality Control Inspec	ctions:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes N Any Reportable Injuries Today	<b>J</b>
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/aterials De	eliveried or Used				Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Many Reportable Injuries Today Any Reportable Accidents Today  CUTILITY Sudder Link	40
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/aterials De	eliveried or Used				Notes	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes Many Reportable Injuries Today Any Reportable Accidents Today  CUTILITY Sudder Link	Jo _



	: Carson Constuction Co 159 W. Wickenburg W	av. #5	Project Sup	er AI2OL:			Report Date:	10 10 15	
	Wickenburg Az 85390		Weather Co	ndition			Topon Date,	10-19-12	
	_		Temporatus	AUMONS;			Start Time	7	
arson Co	onstruction Company, Inc		remperaturi	e (HI/LOW):			End Time	6:00 Am	
Saloon Co	Instruction Company, Inc	J				ويبيدن والمراجعة	THE THIE	2:00 pm	
Dunatit	Manpower Total Hours			Equipment in Use					
Quantity	Trade	Total Hrs	Total Hrs	Description			<ul> <li>Equipment Idl</li> </ul>	A	
	Labor		10	· •	H	irs of Use	Description		
2	Operator			210 Gannon J.D.	Tractor	10			hr
	Truck Driver		10	LECY UD Inode	_	10	CC Co	re Mator Grade	× 6
	Formsetter		<b> </b>	Water Twok 4000	Sula Ford	lo	950 Cat	Coader	0
	Cement Mason		<del> </del>		TOTAL		862 J.D.	Craper	Ð
·	Outlett Mason						Sterling 40	Oo Goli water truck	
							IVIACK SUME	(17 Dumo my	CK O
							9 wheel 1	Loter P1 1506	
							Smood Put	FOOT COMPACTOR	<u> </u>
							Asphalt Y	Paver Blow Knox	
							1	ELL DION KNOX	S10 6
ひへん ロヘー・	ormed.				1				
		C hea	ned I	Quality Control Inspection			Meetings	(HI).	
	ctors Onsite Wo						Any Reportab	ents (Attach Report)	Yes No
Subcontrac							Type: Time: Injurys/Accide Any Reportab	ents (Attach Report)	
Subcontrac	ctors Onsite Wo	ork Perform	ned	Quality Control Inspection	ns:	Notes	Type: Time: Injurys/Accide Any Reportab	ents (Attach Report)	
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Subcontrac	ctors Onsite Wo	ork Perform	ned	Quality Control Inspection	ns:		Type: Time: Injurys/Accide Any Reportab	ents (Attach Report)	



	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Supe				Report Date:	10-22-12	
	Wickenburg Az 85390	Weather Co	onditions:				· · · · · · · · · · · · · · · · · · ·	
		Temperature	e (HI/LOW):			Start Time	6:00 Am	
Carson Co	onstruction Company, Inc.					End Time	11 4 O	
	Manpower Total Hours by Trad						4:00 Pm	
Quantity	Trade Total Us		Equipment in Use					
-3	Total Hr.	Total Hrs	Description			Equipment Idle		
		10			Hrs of Use	Description		
<del>}</del> -	Operator	10	772CH JD Ma	TOX Grader	10	770 JN n	nator Grader	hrs
	Truck Driver	10	Gord 4000 6 6 1,	Water truck	70	867 115	10TO/ Grader	0
	Formsetter		LCIO (SCINNA)	D. tractor	10	862 UD	oca a per	6
	Cement Mason		470 D Cat 1	Backhor	10	950 CGT W	loader	$\theta$
	Flagger	10				S/G/Fay F	1000 Gerly liketer truc	EA
		10				<u> </u>	Mey DI ICAZ	0
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						Asphalt Pave	or Blaw Knax 510	0
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Nork Perf	lotte di la companya						,	
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			a songrae me	Pi /				
			a songrac me	Dis /			1315.20	
Subcost			a aunglac irre	Pi /			\$ 1315.20	
Subcontra	octors Onsite Work Perfor						\$ 1315.20	
Subcontra	ictors Onsite Work Perfor		Quality Control Inspec			Meetings	\$ 1315.As	
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Subcontra	actors Onsite Work Perfor					Type: Time: Injurys/Accident	S (Attach Report) Voc	
Subcontra	actors Onsite Work Perfor					Type: Time: Injurys/Accident	S (Attach Report) Voc	No
						Type: Time: Injurys/Accident Any Reportable	is (Attach Report) Yes	No
Materials I	Deliveried or Used			ctions:		Type: Time: Injurys/Accident Any Reportable	S (Attach Report) Voc	No
	Deliveried or Used	med	Quality Control Inspec	clions:	Notes	Type: Time: Injurys/Accident Any Reportable Any Reportable	ts (Attach Report) Yes Injuries Today Accidents Today	No
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Contractor	: Carson Cons 159 W. Wick	enburg Way, #5	Project Super	Report Date: 7 - 23 - 17.	7
	Wickenburg		Weather Con Temperature	Start Time GOOAM	_
Carson Co	enstruction Cor	npany, Inc.		End Time 4:30 PM	
	Manpower T	otal Hours by Trade		Equipment in Use	-
Quantity 2 4 3	Trade Labor Operator Truck Driv Formsette	er	Total Hrs /७.5 /0.5 /0.5	Description  (2) 420 CAT Backhoes  (3) 420 CAT Backhoes  (4) 5 Septimo Gali Ford  (5) 5 Stephing Guater truck 4000 Gali Plan  (6) 5 Stephing Guater truck 4000 Gali Plan  (7) 10 Composition  (6) 5 Stephing Guater truck 4000 Gali Plan  (7) 10 Composition  (8) Description  (8) Septimo Guater truck 4000 Gali Plan  (8) Dump truck In wheel Composition  (8) Description	
2	Cement N		10,5	624 E John Deere Loader 10,5  31057 John Deere Backhoe ah  75 PC Komatsu Excavator ah	<u>ا</u> ا
TOTAL CIT	ormed:				
	ctors Onsite	Work Perform I's ervice trenching in Rd subgrade	stal .	Quality Control Inspections:  Meetings Type: Time: 480.39  Injurys/Accidents (Attach Report) Yes No	
		l'Service trenching in	stal .	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	
Subcontra	ctors Onsite	I'service trenching in Rd 50667ad	stal .	Type: Time: (80.39)  Injurys/Accidents (Attach Report) Yes No.	
Subcontra		I'service trenching in Rd 50667ad	stal Prep	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	



Contractor	159 W. Wick	stuction Co. Inc. cenburg Way, #5	Project Sup	ervisor:			Report Date: 5-9-12
	Wickenburg		Weather Co Temperature	nditions: e (HI/LOW);			Start Time 6 00 Avy
Carson Co	instruction Co	mpany, Inc.					End Time 4 000
		otal Hours by Trade		Equipmen	et in Hea		Esticate
Quantity	Trade	Total Hrs		Description		111	Equipment Idle
7	Labor	. 0447780				Hrs of Use	Description
4	Operator		9,5	Isaatik ho	e John Deere 3105J		Backhoe John Deere 310 17386 6 h
3	Truck Dri		9,5	Isauk no	e CAT 4200	10	4000 G. water truck Sterling 10327 @ hr
<del>- &gt;</del>	Formsett		- <b></b>		Truck 4000 Ford	10	EXCAVATOR romatsu 75 PC145 & hr
	Cement I			Ganne	on tractor John Deal	10 10	DUMP Truck lowheeler KWIDTON
2	- Centent	viasuri		17.0			TO THE VOIL TO WHEELEY KWILL TO M
<del>                                     </del>	Flag		915	<i>9</i>			
	4						
·				4))	-24/24/		
			i i	196			
Subcontrac	ctors Onsite	Work Perform	med	Quality Co	ontrol Inspections:		
		Tranching For	1 destine 126 C		ond of mopeodoris.		Meetings
		water ma	In .				Type: 524, 19
<b></b>				\$			Injurys/Accidents (Attach Report) Yes No
							Any Reportable Injuries Today
							Any Reportable Accidents Today
Materials F	Deliveried or U	nod .					Many Nepottable Accidents Today
Supplier	Selfaction of C					Notes	Sudden Link Staff on the way
Orbbilei		Type of Mate	erial	Quantit	y Unit		
	•						on the of water langen line
A CONTRACTOR OF THE CONTRACTOR							
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Contractor	: Carson Con 159 W. Wic Wickenburg	stuction Co. Inc. kenburg Way, #5 Az 85390	Project Sup Weather Co	one	editions:		North April		Report Date: 5-10-12 Start Time 6:00 AM	
Caman Ca			Temperatu	re	(HI/LOW):				End Time 4:00 PM	
Carson Co	nstruction Co	mpany, Inc.							3,00 1.4	
	Manpower T	otal Hours by Trade		il. 1 Harisa	Equipment in Use				Equipment III	
Quantity	Trade	Total Hrs	Total Hrs		Description	- Ju	rs of Use		Equipment Idle	
.3	Labor		10		BoxHoe John Deere 3	74			Description	
4	Operator		10		TOTAL DONN Veere 3	10 33	10		Backhoe John Deere 3100 17350	@ ho
3	Truck Dr	iver	10		CAT Backkoe 420 D		10		4000 G. Water Truck Storling 12:3	& his
	Formsett		70		4000 W. Truck Ford		10		EXCAVATOR 75 PC KOMATSUNS H	& hy
	Cement I		ļI		210 tractor Gannon		_10		Dump truck in wheeler Kw/0)27	0 1
<b>ス</b>	25.1	MEGOIT		9 J. J. J.					The property RW/O, )	e hr
<u> </u>	Flay		10	A						
	<del>                                      </del>			4.5						
										•
Subcontrac	ctors Onsite	Work Perform Trenching Wat Water main	er Line		Quality Control Inspections:				Meetings Type: Time:	
				72					100	
									Injurys/Accidents (Attach Report) Yes No	
									Any Reportable Injuries Today	
		<u> </u>	I	XU(-7)	à .				Any Reportable Accidents Today	
Materials D	Deliveried or U	sed		-		LECTION	Alexandra (Carlo)	4.5		
Supplier						No	otes	-5	udder link, Pipes on the	
ouppno.		Type of Mater	rial		Quantity Unit	(a) (b)		— 	1601 Con The	
,									vay for water Line	
								-		



Contractor	: Carson Cons 159 W. Wick	tuction Co. Inc. enburg Way, #5	Project Sur	эег	visor:	······································		<del>.</del>	Report Date: 5- 16-12	
	Wickenburg .	Az 85390	Weather C Temperatu					,	Start Time 600 Am	
Carson Co	nstruction Cor	npany, Inc.							End Time 4:00 Pm	
	Manpower To	otal Hours by Trad	<b>a</b>	8.	Equipment in Use					
Quantity	Trade	Total Hr		8.2	Description				Equipment Idle	
7	Labor	, Otta III	o rotarris		· · · · · · · · · · · · · · · · · · ·		Hrs of Use	1 28 0	Description	
- 4	Operator				Backhoe John Deere 3	1051	10		Backhoe John Deere 310 D 11386	@ hr
2	Truck Driv	104			Backhoe CA+ 430	)	10		Excavator 75 PD Komatsu 1907	
<u> </u>	****				water Truck Ford	4000 60	10		What I was the second state of the second state of the second sec	D hr
	Formsette				EXCUSION 305 CAT		10		water truck 4000 Gale Stirling	& Arg
	Cement N	tason		£2.11	:				Dump truck kw 10 whigher	Shy
2	Flay									7,
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Work Perfo	rmed			-0.0				č.		
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Subcontrac	ctors Onsite	Work Perfor	med	/	Quality Control Inspections:			1873 1873	IV	
		Frenchma fo	r illustration		The state of the s				Meetings	
		main wate	a willer of	n				754 1754	Type:	
		mair waye	- Time	e e		···			Time: 558.	
				3 7.5					5 7 /	
									Injurys/Accidents (Attach Report) Yes No	
· · · · · · · · · · · · · · · · · · ·									Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	
				48				a const	Any Reportable Hijuries Today	
Make de la Po	11								Any Reportable Accidents Today	
	eliveried or Us						Notes			
Supplier		Type of Mat	erial		Quantity Unit				Sudden link	
					O III.		Process Commenced in		Counduit ling on the wa	,
							an salahan yang salah di			



Contractor		stuction Co. Inc. kenburg Way, #5	Project Su	per	visor:			Report Date: 5-17-17
	Wickenburg	Az 85390	Weather C Temperati					Start Time 6:00 Am.
Carson Co	nstruction Co						·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ··	End Time 4:00 PM
	Manpower T	otal Hours by Trade	······································	(11) (44)	Equipment in Use			
Quantity	Trade	Total Hrs		14 Kin.	Description	- I Line	of Use	Equipment Idle Description
2	Labor		10		Backhae John Deere		O OSE	
4	Operator		10	1	Backhop CAT B 4		0	Backhoe John Devere 310 D 5682 @
ユ	Truck Dr		10		cuater truck Fold 4			wheel Loader 950 CAT 17386 0
	Formsett			1	EXCAUATOR 305 CF		0	Excavator 75 PC Komatso 1457 Q Water truck 4000 Gale Sterling 134 B
	Cement	Mason			1 305 CF	74	10	Water truck 4000 Gale Sterling 130 B
<u> </u>	Flagge	<b>Y</b>	10	1				DUMP Truck 10 wheeler kulture
	774		1	1				
				1	· · · · · · · · · · · · · · · · · · ·			7 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
	!			43-91				
Work Perf	ormed:	· · · · · · · · · · · · · · · · · · ·	<del></del>					2.573
Subcontra	ctors Onsite	Work Perform		ľ	Quality Control Inspections	S:		Meetings
		Trenchine, F						Type:
~~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~		main water	Time					Time: (6(5.05)
								Injurys/Accidents (Attach Report) Yes No
	····							Any Reportable Injuries Today
	***			, A.S.				Any Poportable Applies 1 002y
Meterials !	Salbarate dan I			X 19.				Any Reportable Accidents Today
	Deliveried or U					Not	es	Centurylink
Supplier		Type of Mate	erial		Quantity Ur	nit saya		
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					1	14. <sup>26</sup> . 3	en parte per parte .	
		ì			1 1	■ (A ) (A )	워크 역, 경우 원칙으로 함	12
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Contractor	159 W. Wick	stuction Co. Inc. cenburg Way, #5	Project Su					Report Date: 5-22-12
	Wickenburg	Az 85390	Weather C					Ct . ( T)
			Temperatu	ıre	(HI/LOW):			End Time (9,00
Carson Co	nstruction Co	mpany, Inc.					····	Zhu Time 4.00
	Manpower T	otal Hours by Trade		a ·	Equipment in Use		957	
Quantity	Trade	Total Hrs	Total Hrs		Description	Hrs of Use		Equipment Idle
	Labor		10	1	Backhoe Wohn Deere 31055	inis oi ose		Description
4	Operator		10	1	Backhoe CAT 4200		-[	alheel Loader 950 CAT
ス	Truck Dri	ver	10	1	DOCKROE CITY 4201)	10		Backhoe Johne Depre 310 D
	Formsette	er	1 .0		water truck 9000 Gal. Ford			Water Truck 4000 Gal Sterling
	Cement N	Mason	<del></del>	1	EXCAVATOR 305 CAT	10	1	Dump Truck 10 wheeler KW
2	Flog		10	•	210 tractor John Deere	iO	1	EXCUVUTOR 75 PC KOMATSU
	<del>                                     </del>		<del>  (0</del>	1			1	
			<del> </del>	1				
			······					
Work Perfe	ormed:			ia (c)				
Subcontrac	ctors Onsite	Work Perform						
					Quality Control Inspections:		era e	Meetings
		trenching F	@Y					Type:
		main water	line					Time: 65.05
							1	
	····		***		e e e e e e e e e e e e e e e e e e e			Injurys/Accidents (Attach Report) Yes No
								Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
							1	Any Reportable Applies Today
Materials D	Deliveried or U	sed					1	Any Reportable Accidents Today
Supplier	ourched of O	Type of Mater	ial			Notes		Century Link
		ype or water	<u>lai</u>		Quantity Unit			
							· ——	
						\$1.30 B. C. 188		
						The state of the s		



Contractor		enburg Way, #5	Project Supe				Report Date: 6 - 28-17,
	Wickenburg A		Weather Co Temperature	·			Start Time 6:00 Am End Time 4 00 PM
Carson Co	instruction Com	ipany, Inc.					4 00 1779
		tal Hours by Trade	(E)	Equipment in	Use		Equipment Idle
Quantity	Trade	Total Hrs	Total Hrs	Description		Hrs of Use	Description
ζ	Labor		l i	BACK HAR I	ohn Deere 3105J	10	
4	Operator				CAT 420 D	10	Wheel Loader 950 CAT Why \$17
2	Truck Driv	er			x 305 CAT	10	water truck 4000 Gal. sterling Ohx \$130
	Formsette	r			JCK 4000 601- Ford		Garner Tractor 210 John Deere Chrs # 30
	Cement M	lason	<u> </u>		JER TELLOGIE FOY O	10	CACAVATOR ISPC COMUTSU 8 ms 2149
2			<del> </del>				Dump truck 10 wheele Kw @krs \$102
	Flagge		<del>                                     </del>				
		48.8M					
	***		<b></b>				
			<del>                                     </del>	,			
Work Perf	ormed:						
Curanta							
Subcontra	ctors Onsite	Work Perforr		Quality Control	ol Inspections:		Meetings
<b>-</b>		trenching s	CX.				Type:
		Main Water	Line				Time: (594.49)
<b> </b>		· · · · · · · · · · · · · · · · · · ·					Injurys/Accidents (Attach Report) Yes No
<b></b>							Any Reportable Injuries Today
						***************************************	Any Reportable Accidents Today
Materials I	Deliveried or Us	sed		a text and a sum of the control	and the second s		
Supplier		Type of Mate	:-1			Notes	Century link
Саррист		ype or mate	eriai	Quantity	Unit		Coundert on the way of
	•						main water line
							ream contex ting
200				<b>\</b>			



ontractor:	Carson Constu 159 W. Wicken		Project Super	rvisor:			Report Date: 8-27-17
	Wickenburg Az		Weather Con Temperature				Start Time 6:00 Am End Time 4:90 Pm
arson Co	nstruction Comp	any, Inc.					4:40 11
	Manpower Tota	al Hours by Trade	Į.	Equipment in U	se	- 2	Equipment Idle
uantity	Trade	Total Hrs	Total Hrs	Description		Hrs of Use	Equipment Idle
2	Labor			×	ohn Decre 3105J	70	Description NOT USe
4	Operator						Excavator 75PC Comatsu phrs
	Truck Driver	<u> </u>		Backhoe C		10	Writer truck 4000 Gale Sterling Obis
	Formsetter			DUMPTIUCE		10	TIME TOUCH STOLL ON
	Cement Ma	son		water tru		10	wheel Loader 950CAT @hrs
7				Gannon Tra	ctor 210 John Deer	10	
	Flagger			` <b> </b>		<u> </u>	
			<del>  </del>			<u> </u>	
************							
					····		45A
Vork Perfo	ormed:						
	ctors Onsite	Work Perforn	For	Quality Control	Inspections:		Meetings Type:
	ctors Onsite		For	Quality Control	Inspections:		Meetings Type: Time: 5/2
	ctors Onsite	renchina	For	Quality Control	Inspections:		Type: 5/2.78
	ctors Onsite	renchina	For	Quality Control	Inspections:		Type: Time: 5 / 2 / Yes No Injurys/Accidents (Attach Report) Yes No
	ctors Onsite	renchina	For	Quality Control	Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
ubcontrac	ctors Onsite	Trenching Ngin Water	For	Quality Control	Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5/2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link
ubcontrac	ctors Onsite	Trenching Ngin Water	For	Quality Control	Inspections:  Unit	Notes	Type: Time: 5/2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5/2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main
Subcontrac	ctors Onsite	renching Main Water	For			Notes	Type: Time: 5 2  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sentury Link Councuit on the OF Main



Contractor		stuction Co. Inc. enburg Way, #5	Project Supe	er	visor:		Report Date: 5-23-12
	Wickenburg		Weather Co Temperature			<del>, , , , , , , , , , , , , , , , , , , </del>	Start Time 600 Am
Carson Co	nstruction Co	πpany, Inc.					End time 400 PM
	Manpower T	otal Hours by Trade		v ; ;	Equipment in Use		
Quantity	Trade	Total Hrs	Total Hrs		Description		Equipment Idle
9	Labor	70,017,10	/0			Hrs of Use	Description
.5	Operator		10		Backhne John Deere 3105J	10	wheel Looder 950 CAT & his 173
7	Truck Dri	ver	10		Backhoe CAT 47.00	10	EXCAUATOR 75PC Komatsu A huk + 14
	Formsette		4		Excavator 305 CAT	10	Dump truck to adecler KW & hrst 100
<u> </u>	Cement N		\$50		water truck 4000 Gal. Ford	10	
<u></u>	71-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	viason		: ÷ ;	Zio Tractor John Deere	10	Gannon tractor 210 John Deer glas \$ 56
<del> </del>	Flag	**************************************	10	1 44 			water truck 4000 Gal. sterling other \$ 136.
							P 136
	<u> </u>		, in				
· · · · · · · · · · · · · · · · · · ·			<u> </u>				
Work Perf							
Subcontra	ctors Onsite	Work Perform	ned	- 4	Quality Control Inspections:		Meetings
		Trenchma Fo	ο γ				
		main water a	Line				Time: 671.05
		116+41		2. 18 1913			6/1'
			· · · · · · · · · · · · · · · · · · ·				
<u> </u>							Injurys/Accidents (Attach Report) Yes No
		<del>                                     </del>					Any Reportable Injuries Today
			was said and the said said				Any Reportable Accidents Today
	Deliveried or U	sed				Notes	
Supplier		Type of Mate	rial		Quantity Unit	Maketan and a	Centery link
·					O TATE		coundrit on the way of
							water line
		1				Andree, eggs of	
	•						
2		1			1 1	<b>署</b> 449年 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	



Contractor	159 W. Wick	stuction Co. Inc. enburg Way, #5	Project Supe			Report Date: 7-17-12	
	Wickenburg .	Az 85390	Weather Cor				
			Temperature	e (HI/LOW):		G. U U A V	
Carson Co	nstruction Cor	npany, Inc.	·			End Time S:00 PM	
	Manpower To	otal Hours by Trade		Equipment in Use			
Quantity	Trade	Total Hrs		Description		Equipment Idle	
フ	Labor		11		Hrs of Use	Description	
4	Operator			2 420 D CAT BARKHO	pe 11	950 cat wheel loader ohrs \$	173,8
2	Truck Driv	ver		772 CH John Deere Bla		Sterling 4000 water truck & hrs	1368
	Formsette	er e e e e e e e e e e e e e e e e e e		water truck	- 1	KW DUMP Truck 10 wheeler & lors	
	Cement N	Mason			1	3105 John Deere Backhoe & hrs	1022
2	Flagger	, <u> </u>	16		.:	310D John Deere Borkhee & hrs	65.3
	93	· · · · · · · · · · · · · · · · · · ·	<del>                                     </del>	:		75P Komatsu Excavator & hrs	56,8,
			<del>                                     </del>			305 Cat MXCOUNTAY	1457
		<u> </u>				Gannon tractor 210 LE dans	66H
						The grace of his	3612
Subcontrac	ctors Onsite	Work Perform ThenChing Road SubGra Prepa	water live	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today	
			<u></u>				
	Deliveried or U	sed				, , , , , , , , , , , , , , , , , , ,	
Materials E Supplier	Deliveried or U	sed Type of Mate	rial	Quantity Unit	Notes	Century Link	



COMMISCION.	159 W. Wick	enburg Way, #5	Project Sup				Report Date: 7-16-12	
	Wickenburg .	Az 85390	Weather Co				Start Time 6:00 Am	
			lemperatur	e (HI/LOW);			End Time 5:00 Pm	
Carson Co	nstruction Cor	npany, Inc.					5.00 PW	
	Manpower To	otal Hours by Trade		Equipment i	n Use		Fault and the	
Quantity	Trade	Total Hrs	Total Hrs	Description		Hrs of Use	Equipment Idle Description	
2	Labor		10	4700 (	AT Back	<del>                                     </del>		i
4	Operator		118	31055	Jo Deere Backhoe	/# /#	950 CAT Wheel loader & his	\$ 17381
1-2-	Truck Dri		19	Water tr	ICK 4000 Gal, Ford	10	Sterling 4000 Gai water truck & his	\$ 136.3
	Formsette			772 Ch	John Deere Blude	<del>                                     </del>	KU DUMPTYUCK IN Whopley on Live is	11022
	Cement N				John Deels Blade	<del>                                     </del>	310 D J. Deere Backhoe a har	\$ 56,82
	Flagge		10				75 PC Komatsu Excavator Q his.	145,71
<u> </u>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			3-			305 CAT EXCAVATOR & his	6 66,48
						+	Gannon tractor 210 LE J. Deen ehre	r \$ 36,27
						<del> </del>		70126
				· ·				
Work Perfe	ormed:						sio	
				······································				
Subcontrac	ctors Onsite	Work Perform	ned	Quality Conf	rol Inspections:		Meetings	
<u> </u>		Fronching u	iater Line				P 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
<u> </u>		<b>-</b>					Type:	
		SUB Grade	OreD.				Time: / ¬()	
			1					
							Injurys/Accidents (Attach Report) Yes No	
	· · · · · · · · · · · · · · · · · · ·						Any Reportable Injuries Today	
							Any Reportable Accidents Today	
Materials [	Deliveried or U	sed				IN I - I -		
Supplier		Type of Mate	erial	Quantity		Notes	Sudden Link + Century Link	
				Quartity	Unit		Counduit	
						<b>对外被称译和</b> 上		
							,	
<b>2015</b> 0								



1	159 W. Wick	stuction Co. Inc. cenburg Way, #5	Project Sup	ervisor;			Report Date: 7-12-12.	
	Wickenburg.	Az 85390	Weather Co	inditions:		· · · · · · · · · · · · · · · · · · ·		
				e (HI/LOW):			Start Time 600 Am	
Carson Cor	nstruction Cor	mpany, Inc.					End Time 4:00 PM	
		otal Hours by Trade		Equipment in U				
Quantity	Trade	Total Hrs		Description	se		Equipment Idle	
2	Labor		10			Hrs of Use	Description	
4	Operator		10	510 50 000	eere Backhoe	10	Cat 950 wheel Londer Ohrs 9	£ 173,8
)	Truck Driv	ver	<del>  ''</del>	420 D Bac	Khoe	1/2		136,3
	Formsette	er		710 Cannon	tractor Un Deere	10	Kw Dump truck 10 wheder & hrs	
	Cement N	Mason		772 CH 1001	Deere Blade	175		\$ 56,8
2	Flagger	_	in				Komatsu 75PC Excivator 0 mg	<b>x</b>
	V /		<del>                                     </del>			10	CAT 309 EXCAVATOR - hvs	
								66.4.
Work Perfo	ormed:			A * A *				
E .								
					M			
Subcontrac	ctore Opeito							
Subcontrac	otors Onsite	Work Perform		Quality Control	Inspections:		Meetings	
Subcontrac	ctors Onsite		ned uctor line	Quality Control	Inspections:		Meetings	
Subcontrac	ctors Onsite	trenching u	ucter line	Quality Control	Inspections:			
Subcontrac	otors Onsite	trenching u		Quality Control	Inspections:			
Subcontrac	ctors Onsite	trenching u	ucter line	Quality Control	Inspections:		Type: Time: (81.93	
Subcontrac	ctors Onsite	trenching u	ucter line	Quality Control	Inspections:		Type: Time:    S   93	
Subcontrac	otors Onsite	trenching u	ucter line	Quality Control	Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	
		trenching u + SubGrade	ucter line	Quality Control	Inspections:		Type: Time:    S   93	
Materials D	otors Onsite  Deliveried or U	trenching u + SubGrade sed	ucter line Prep		Inspections:	Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today	
		trenching u + SubGrade	ucter line Prep	Quality Control	Inspections:	Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden Link Coundant + Century Link	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK Coundant + Century Link On the way for wate	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK Coundant + Century Link On the way for wate	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK Coundant + Century Link On the way for wate	
Materials D		trenching u + SubGrade sed	ucter line Prep			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Sudden LINK	



Contractor	Carson Cons 159 W. Wick Wickenburg	stuction Co. Inc. enburg Way, #5	Project Supe				Report Date: 7-11-12
	w.cveimnið	AZ 85390	Weather Co Temperature	nditions:			Start Time 6:00 Am
Carson Co	nstruction Cor	mnany inc	, comperator	s (HI/LOVV):			End Time 4:00 Pm
	Mannower T	otal Hours by Trade	-				
Quantity	Trade	Total Use		Equipment in	Use		Equipment Idle
7	Labor	Total Hrs	Total Hrs	Description		Hrs of Use	Description
4	Operator			31055 J.	Beere Backroe	10	
7	Truck Dri		<u> </u>	420D CA	t Backhop	10	1950 Wheel louder Blas FI
	Formsette			Ford Wa	ter truck	10	Sterling water truck 4000 Guli & has \$1
<del></del>	· ·						NO DOMP Truck 10 wheeler ohrs \$11
7	Cement N						DIO De Deere 13GCKhoe & hrs \$
	Flagg	er				/0	EXCAVATOR 75 PC KOMATSU O hrs \$10
							LICAUATOX 305 CAT A MISSION
<u> </u>	<u> </u>						Gannan tractor 210 J. Deere Ohrs &
ļ <u></u>							
Work Perfo				e			
Subcontrac	ctors Onsite						
Cobcontac	AUIS OTISILE	Work Perforn	ned	Quality Contro	ol Inspections:	3	Meetings
		trenching		42°			
		main wate	ex line		· · · · · · · · · · · · · · · · · · ·		Type:
<u></u>							Time: / / / / / / )
<u> </u>							
							Injurys/Accidents (Attach Report) Yes No
						l.	Any Reportable Injuries Today
			1				Any Reportable Accidents Today
	eliveried or U	sed				and the state of the state of the State	
Supplier		Type of Mate	rial	Quantity	(1)	Notes	century lines
				Quartity	Unit		coundart on the way for
							Main water Line
							·
		<u> </u>					
						To a second seco	
P.		1				- 1 (1 to 1	AAA 4 49 111 11 11 11 11 11 11 11 11 11 11 11 1



Contractor	: Carson Constuction 159 W. Wickenbur	n Co. Inc. g Wav. #5	Project Sup	per	isor:		-	Report Date: 7-10-12	
	Wickenburg Az 85:	390	Weather Co Temperatur				····	Start Time 6:00 Am	
Carson Co	onstruction Company	, Inc.						End Time 4:00 Pm	
	Manpower Total He	ours by Trade			Equipment in Use				
Quantity	Trade	Total Hrs	Total Hrs		Description			Equipment Idle	4
2	Labor		,01011113		<u> </u>	Hrs of Use		Description	1
4	Operator		<del> </del>	1	310 SJ Backhoe J. Deere.	10		Cat 950 wheel Loader Ohis	\$ 173.8
2	Truck Driver		<del> </del>	-	420 D CAT Backhoe	10		Sterling water truck 4000 Gal. o his	4 "
	Formsetter		<del> </del>		210 Gannon tractor J. Deere	10		DUMP Truck KW 10 wheeler Ohrs	\$ 1363
	Cement Mason							3100 John Deere Backhae Ohrs	
7			<del>                                     </del>					Komatsu Excavator 75 PC & hrs	\$ 56.8
	Flagger		<b> </b>	-					\$145,7
								SAT 305 Excavator & hrs	\$ 66,4
			<del> </del>	1					
				1					1
Work Perf	ormed:			7.					
				-					l
	Maria								
		ter da esta esta en	The state of the s						
Subcontra	ctors Onsite	Work Perform	ned		Quality Control Inspections:				
		nching f		•	quality control hispections:		05-150	Meetings	1
	ma	in water	-0 Y	1			0,56) /	Type:	1
	7-10	In water	une					Time: / (2) 53	
								$\frac{1}{2}$	
<u> </u>				•				Injurys/Accidents (Attach Report) Yes No	
								Any Reportable Injuries Today  No	
<u> </u>				L				Any Penertable Applies today	
Materials	Deliveried or Used		and the second			and the state of t		Any Reportable Accidents Today	
Supplier	Pointoried or Osed	Time of Maria				Notes	,	Century Link	
Cappilei		Type of Mate	rial		Quantity Unit				ļ
	· I							counduit	
							-		1
	ļ						_		1



Contractor	159 W. Wick	stuction Co. Inc. enburg Way, #5	Project Supe	ervisor:			Report Date: 7-9-12
	Wickenburg		Weather Co Temperature				Start Time 6:00 Am
Carson Co	nstruction Cor	npany, Inc.					End Time 4.00 Pm
	Manpower T	otal Hours by Trade	1	· Easing at			
Quantity	Trade	Total Hrs	Total Hrs	Equipment is	n Use		Equipment Idle
	Labor	/ Otal i li a	I Otal FIS	Description		Hrs of Use	Description
Ц	Operator			3/05 Jul	in Deere Backhoe	10	
	Truck Dri	vor		420 D C1	9: T Backhol	./0	CAT 950 Goheel Loader ahrs \$
<del>_</del>	Formsette			water to	ruek 4000 Gal, for	d 10	sterling water truck 4000 Gale of h F
							DIAMPTRUCK KW 10 wheele ohs \$
	Cement N			1			3100 John Deere Backhoe & hrs & Kamatsu Excavator 75 R & hrs &
<u>a</u>	Flagger					10	Komatsu Excavutor 75 PC & hrs &
						10	SBT 305 EXCOLATOR A had be
· · · · · · · · · · · · · · · · · · ·							Gonnon 210 John Deere tractor of the
							Win.
Vork Perfo						<u> </u>	
ubcontrac	ctors Onsite	Work Perform	in water	Quality Cont	rol inspections:		Meetings
		Line + ser	uices !				Type:
····					,		Time: 7/7,75
				<b>†</b>			Injurys/Accidents (Attach Report) Yes No
							Any Reportable Injuries Today
							Any Reportable Accidents Today
laterials D	eliveried or U	sed					The control of the co
Supplier		Type of Mate	erial	Overtity		Notes	Centrary Link
		, ypo or mate	51 /GI	Quantity	Unit		coundist
					<u>"</u>		
		}					
		1		1			
		P .		1	1		
		}		t			



Contractor		tuction Co. Inc. enburg Way, #5 Az 85390	Project Sup Weather Co				Report Date: 7-5-12
	· ·			e (HI/LOW):			Start Time 6:00 Am
Carson Co	nstruction Cor	npany Inc		- (		Vi	End Time 4:00 Pm
	Manpower To	otal Hours by Trade					
Quantity	Trade	Total Hrs	Total Hrs	Equipment in Use			Equipment Idle
2	Labor	- Otal ( ii 3	TOTALITIES	Description		Irs of Use	Description
4	Operator	·				$\sim$	31057 Backhoe Johne Deere Ohe \$ 69.3
7	Truck Driv	/er					7/40 7
	Formsette		<del>                                     </del>			/ A	Sterling Water tour 4000c 1 11
	Cement N		<del> </del>			<u> </u>	KAMENCE PERFORMENT
2	Fluygo		<del>                                     </del>			<u> </u>	CAT 305 EXCAVATOR Q La
	7 73		<del>                                     </del>	·		ŏ	Kw Dump truck to wheeler NI . B DOIT
			1				SAT950 Wheel Loader A lace 1/02/2
							Gannon John Deere tractor Ohre \$173.8
Work Perfe							36,2
Subcontrac	ctors Onsite	Work Perform trenching Main wate	For	Quality Control Inspect	tions:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No
							Any Reportable Injuries Today
							Any Reportable Accidents Today
	Deliveried or U				ı	Votes	
Supplier		Type of Mate	erial	Quantity	Unit	NOICS	Century Link
							Counduit Line on the way Of Main water Lane



Contractor	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5 Wickenburg Az 85390	Project Superv Weather Cond Temperature (	ditions:		Report Date: 7-4-12  Start Time 6:00 Am	
Carson Co	onstruction Company, Inc.	(	(till Corr).		End Time 4:00 Pm	
	Manpower Total Hours by Trade	t of the first				
Quantity 2 4 2	Trade Total Hrs Labor Operator Truck Driver Formsetter Cement Mason Flugger	Total Hrs	Equipment in Use Description  3105 T.John Deere Backhoe  D 420 CAT Backhoes  Explusive truck 4000 Gal. For	Hrs of Use 10 10 10 10	Dump truck kw 10 wheeler of his to sterling water truck 400 Gal. dhe	736,2 173,8 102,2 56,3 136,3 145,79
	actors Onsite Work Perform	med	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today	
Supplier	Deliveried or Used Type of Mate	arial		Notes		
	i ype or iviale	र I <b>वा</b>	Quantity Unit			



Contractor	: Carson Cons 159 W. Wick Wickenburg	cenburg Way, #5	Project Supe Weather Co Temperature		Report Date: 7-2-12 Start Time 6:00 Am
Carson Co	nstruction Co	mpany Inc			End Time 4:00 PM
		otal Hours by Trade		Equipment in Use	
Quantity 2 4 7	Trade Labor Operator Truck Dri Formsette Cement M	ver er	Total Hrs	Description Hrs of Use  Backhoe John Deere 3105 J 10  D Backhoe 420 CAT EACH 10  water truck 4000 Gels Ford 10	Equipment Idle Description  950 CAT wheel Loader Ohrs \$ 1738 Gannon tractor John Deere Ohrs \$ 36,2  Excavator 75Pc Komatsu Ohrs \$ 145,7
2 Work Perf	Flugg				Water truck 4000 Gal. Sterling of his \$ 136.3  Dump truck kw 10 wheeler other 102.7
	ctors Onsite	water line	ned For	Quality Control Inspections:	Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Materials I Supplier	Deliveried or U	sed Type of Mate	rial	Quantity Unit	Century link Coudurt on The Way OF Main Water Line



Contractor	159 W. Wicke	tuction Co. Inc. enburg Way, #5	Project Sup				Report Date: 7-18-17.
	Wickenburg A		Weather Co Temperature	enditions: e (HI/LOW):			Start Time 6:00 And
Carson Co	nstruction Con	npany, Inc.					End Time 5:00 pm
	Manpower To	otal Hours by Trade		Equipment in			
Quantity 2	Trade Labor	Total Hrs	Total Hrs	Description  (2) CAT 47.0 b		Hrs of Use	Equipment Idle Description
2.	Operator Truck Driv Formsette	r		Water tri	Backhoe VCK 4000 Gali Ford Ohn Deere blade	1] 21 	950 CAT Wheel Loader othis \$ sterling 4000 Gal, water truck & has Dump truck kw lowheeler & has
2	Cement M Flagge						310 ST Uphn Deere Backhoe o hrs 310 D 11 11 & hrs 75 PC Komatsu Excavotor O hrs 305 CAT Excavotor & hrs
Subcontrac	ctors Onsite	Work Perform Trenching w ird SubGrad	ater Line	Quality Contro	ol Inspections:		Meetings Type: Time:
Materials F							Injurys/Accidents (Attach-Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Supplier	Deliveried or Us					Notes	
	·	Type of Mate	rial	Quantity	Unit		Sudden Link Certury Link Counduit on the water OF The water Line



	Carson Constuctio 159 W. Wickenbur Wickenburg Az 85	g Wav. #5	Project Sup Weather Co		Report Date: 7-19-12
			Temperatur	(HI/LOW):	Start Time 6:00 Am
Carson Cor	struction Company	. Inc			End Time 5:00 Pm
	Manpower Total H	ours by Trade		( <del>- :</del>	
Quantity	Trade	Total Hrs	Total Hrs	Equipment in Use	Equipment Idle
2	Labor	rotarris		Description Hrs of Use	e Description
ŭ	Operator		10	(CMT 470 D Backhoe 10	
2	Truck Driver		10	Water truck 4000 Gal, Ford 11	950 CAT Wheel Loader Ohrs \$
	Formsetter		10	Garnon 210 John Dagge truck	
W	Cement Masor			772 CH John Deare Rlade 11	31055 John Deere Backhoe @ hrs
7					310 D // // // B brs
	Flagger		10		75 PC EXCAUGION Kometer & hrs 1
					CAT 305 Exercetor 6 hrs
***************************************					
Vork Perfo					
	ctors Onsite	Work Perforn	ned	Ouglis Contails	
	ctors Onsite	Work Perform	ned	Quality Control Inspections:	Meetings
	ctors Onsite	Work Perform	ned v <i>wder</i> ( i	Quality Control Inspections:	Meetings Type:
	ctors Onsite	nching so	ned v wwder (1 Ve Prefe	Quality Control Inspections:	Meetings Type: Time:
	etors Onsite	nching so	r Wider Li	Quality Control Inspections:	Type: Time:  Using (1)
	etors Onsite	nching so	r Wider Li	Quality Control Inspections:	Type: Time:  Injurys/Accidents (Attach Report) Yes No.
Subcontrac	ctors Onsite  Tro	nching so	r Wider Li	Quality Control Inspections:	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontrac	etors Onsite	nching so	r Wider Li		Type: Time:  Injurys/Accidents (Attach Report) Yes No.
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac	ctors Onsite  Tro	nching so	x wuder (i de Prefe		Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Luk
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Luk
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of
Subcontrac	ctors Onsite  Tro	nching for	x wuder (i de Prefe	Notes	Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century luk Coundart on the arm of



		enburg Way, #5	Project Supe Weather Cor				Report Date: 7_ Zo-1Z
	J		Temperature				Start Time 6 00 Am
Carson Cor	nstruction Com	npany, Inc.	<u>L</u>				End Time 130 Pm
		otal Hours by Trade	· ·	Equipment in	Lloo		
Quantity	Trade	Total Hrs		Description	Use		Equipment Idle
ス	Labor		10,5		11-1-15	Hrs of Use	Description
4	Operator		10.5	A CAI	470D Backhoe	10,5	950 cat Loader Ohrs \$173.8
2	Truck Driv	er	10,5	1166	H Japene Blode		Sterling 4000 Gal Wester turis alm 1267
	Formsette			Trust 5 3	ruck 4000 Gal, Ford	10,5	KW DUMP TILK IB Wheeler Al
	Cement M	lason		1140107 21	O John Deverp	10,5	31030 John Deere Raring Q Lac 100
	Flagg	er	10,5				S10 D 11 11 11 A 1 20 1 20 1 20 1 20 1 20 1 2
	Ja						Excavator 305 CAT Ohra 664
				. :			75 PC Komatsu Excavator 8 hrs 145.7
					-		
Work Perfo							
Subcontrac		Work Perform B" Water Ma Rd Subgrade	dИ	Quality Contr	ol Inspections:		Meetings Type: Time:
Materials D	eliveried or Us						Any Reportable Accidents Today
Supplier	enveried or Os					Notes	Renative !
Оцррпсі		Type of Mate	rial	Quantity	Unit	see Souther Anders	Sentury Link
	. The second sec						Coundint
			•				



159	son Constuction Co. Inc. W. Wickenburg Way, #5 kenburg Az 85390	Project Supervisor:	Report Date: 7-24-12
		Weather Conditions: Temperature (Hi/LOW):	Start Time 6:00 Am End Time 11:00 One
Carson Constru	iction Company, Inc.		End Time 4:00 PM
Mar	npower Total Hours by Trade	Equipment in Use	
У ( Z. 7 F	de Total Hrs Labor Operator Truck Driver Formsetter Cement Mason Flagger	Total Hrs  Description  (2) CAT 420D Backhoe 10  624 John Deere Loader 10  772 CH Loader 10  Water truck 4000 Gal. Ford 10	Equipment idle  Description  950 CAT Wheel Loader phrs \$1  Starline 40006al Water truck phrs  310 ST John Deere Backhue a hrs  310 D 11 11 E hrs  75 PC Komaty Excavator & his 11  305 CAT Excavator & hrs
Work Porf	d		
Work Performed		SEUB	Meetings Type: Time:  [GUG.60]  Injurys/Accidents (Attach Report) Year No.
Subcontractors	Onsite Work Perform Clear and ( p) Rd SubGrade	SEUB	Type:
-	Onsite Work Perform Clear and ( p) Rd SubGrade	Frep.	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today



Contractor:	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5 Wickenburg Az 85390	Project Sur Weather C	onditions:	Report Date: 8-7-12 Start Time (100 Pm
		Temperatu	re (HI/LOW):	End Time
Carson Co	nstruction Company, Inc.			End time 3:00 Pm
	Manpower Total Hours by Tra	de .	Equipment in Use	
Quantity	Trade Total F	rs Total Hrs	Daniel	Equipment Idle
	Labor	9	ITISOLU	Jse Description
4	Operator	9	772 CH John D. Biade 9	950 CAT Wheel Loader Ohs \$ 17318
	Truck Driver	9	420D Backhoe 9	Sterling Hoppe
	Formsetter		624 E John Doere Loader 9	# # # 1/1 1 1/1 Marcia refer ( ) en l 1
	Cement Mason		710 LE John Deere Troctor	
2	Flagger	9		710 10 10 10
	Vo			75 PC Komatsu Excavator 1457
				15 PC ROMATSU EXCAVATOR 145,71
Work Perfo				
Subcontrac	ctors Onsite Work Perf		Quality Control Inspections:	
	Slurry B	COL FILL		Meetings
	cmp			Type: 39
	Drain 1	ine		Time: ( 80 .39
	Subgrade 1	2		Injurys/Accidents (Attach Report) Yes No
	Socilians	rep.		Any Reportable Injuries Today
				Any Reportable Accidents Today
	Deliveried or Used			, , , ocidenta Today
Supplier	Type of M	aterial	Quantity Unit	Century Imx
	·		Quantity Unit	Coundust on the way of
				8" water main
	1			
7	<b>a</b>			10.



	Carson Constuction Co. I 159 W. Wickenburg Way Wickenburg Az 85390	#5	ct Supe	rvisor: nditions:		Report Date: 8-1-12	
	-	Temp	erature	(HI/LOW):		Start Time 6:00	
Carson Co	nstruction Company, Inc.			(		End Time 4:30	
	Manpower Total Hours by	Trade		Equipment in Use			
Quantity			Hrs	Description		Equipment Idle	
2	Labor	10			Hrs of Use	Description	
4	Operator	10.		420D CAT backhee	10.5	950 CAT wheel Loader Ohrs	de (22)
	Truck Driver	10.	-	210 John Deere tractor	10.5	Sterling 4000 Gal, Water Truck Aus	\$ 1731
	Formsetter	1 141				KW DUMPTIVEK lowheeler & dis	136, 102;
	Cement Mason					310 ST John Deere Backboe Ohrs	65.3
2	Flagger	10.	5			3100 11 11 11 11 10 11	56,8
	73					75PC Komatsu Excavator & his	1451
							177
<u> </u>							
Work Perfo							
		······································					
Subcontrac	Slurry	Performed TO BACK Dram Pipe	EIII	Quality Control Inspections:		Meetings Type: Time:  Injurys/Accidents (Attach Report) Yes No	
Subcontrac	Slurry	to Back	EIII	Quality Control Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	
	Slurry CMP	to Back	£.//!	Quality Control Inspections:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today	
	Slurry Cm P	to Back	£,///	Quality Control Inspections:  Quantity Unit	Notes	Type: Time:  Injurys/Accidents (Attach Report) Ves No.	



Contractor:	Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup	pervisor:	Report Date: 7-31-12
	Wickenburg Az 85390	Weather Co Temperatur	onditions: re (HI/LOW):	Start Time 600 Am
Carson Co	nstruction Company, Inc.	1		End Time 4:00 pm
	Manpower Total Hours by Trade			
Quantity	Trade Total Hrs	Total Hrs	Equipment in Use	Equipment Idle
2.	Labor		Description Hrs of Use	Description
L)	Operator	10	(Z) CAT 420D Backhop 10	
7	Truck Driver	10	305 CAT EXCAVATOR 10	950 CAT whee Louder phis \$1738
	Formsetter	10	649 E John Deere lander in	Stevling 4000 G. Water truck Ohrs 1360
	Cement Mason		Ford Water truck 4000 Gal.	The Rump trux 4000 Gal. ehrs 1022
				Sackhop H lest 152
	Flagger	10		310 0 11 11 11
				75 PC Komatsu Excavator & hrs 1457
				[2] Ji
Work Perfo	ormed:			
Subcontrac	ctors Onsite Work Perform	ned	Quality Control Inspections:	
	trenching f	or	deanty Control Inspections:	Meetings
	CMP an	1 1 0 6 1		Type
	- I an	a instal		Time: \$ 680.39
<del></del>	CUlVart	Pipe		7 6XU-7
<u> </u>				
<b>_</b>				Injurys/Accidents (Attach Report) Yes No
				Any Reportable Injuries Today
Motorials				Any Reportable Accidents Today
iviateriais L	Deliveried or Used			
Supplier	Type of Mate	erial	Notes - Quantity Unit	century link
	·		Quantity Unit	
				an chat
	1			8" water main
35 10 10				
<b>.</b>	1		■ Aufter w	



ontractor:	159 W. Wick	stuction Co. Inc. enburg Way, #5	Project Supe	ervisor:			Report Date	: 7-30-12	
	Wickenburg	Az 85390	Weather Cor Temperature				Start Time End Time	6:00 Am	
Carson Co	nstruction Cor	npany, Inc.					End Time	4:30 Pm	
ti eteksii	Manpower T	otal Hours by Trade		Courings and in the					
Quantity	Trade	Total Hrs		Equipment in U	Jse		Equipment I	dle	
2	Labor			Description		Hrs of Use	Description		
3	Operator		10,5	(2) CAT (18)	4200 Backhoe	10,5	d <del></del>	ot Louder	
2	Truck Dri	//21	16.5	305 CAT	Excavator	10,5	5 to 12 m	water trixx40006	@ hrs
	Formsette		10.5	Ford water	ertruck 4000 60	I. IAC	L. STETTING	Dater Trixk 70006	ali & hrs
·	Cement N			624 E Jol	hn Deare Loader	10.5	KW DOM	truck 10 whee	ler Ohrs
7				Gannon 21	10 John Detractor		PEC 75 PC	Komatsu Excu	vator of his
	Flagger				COLUMN DE MACIO	(0.5	1 13/0 S T U	ohn Deere Buck	hoe Ohrs
							310D 1	1 /1 /1	& his
·									
					,				
Manda 87	ormed:		<u> </u>						
vork Perro	o.,					والمراجع وا			ĺ
Vork Perfo									
vork Perio									
vork Perio									
	ctors Onsite	Work Perform	ned						
		Work Perform		Quality Control	Inspections:		Meetings		
		trenchina 186	tal	Quality Control	Inspections:		Meetings		
			tal	Quality Control	Inspections:		Type:	10, 29	
		trenching 106 CMP dranag	e Pipe	Quality Control	Inspections:			680.39	
		trenching 106 CMP dranag	e Pipe	Quality Control	Inspections:		Type: Time:		
		trenching 1966 CMP dramag	tal e pipe tal cmp	Quality Control	Inspections:		Type: Time:		) Voc No
		trenching 106 CMP dranag	tal e pipe tal cmp	Quality Control	Inspections:		Type: Time: Injurys/Accid	dents (Attach Report	) Yes No
Subcontrac	ctors Onsite	trenching 1866 CMP dranag Inst	tal e pipe tal cmp	Quality Control	Inspections:		Type: Time: Injurys/Accid	dents (Attach Report	
Subcontrac		trenching 1866 CMP dranag Inst	tal e pipe tal cmp	Quality Control	Inspections:		Type: Time: Injurys/Accid	dents (Attach Report	
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e		Inspections:	Notes	Type: Time: Injurys/Accid Any Reporta	dents (Attach Report able Injuries Today able Accidents Today	
Subcontrac	ctors Onsite	trenching 1866 CMP dranag Inst	tal e Pipe tal cmp e	Quality Control	Inspections:  Unit	Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/
Subcontrac	ctors Onsite	trenching 1866 CMP dranag 1157 P(p	tal e Pipe tal cmp e			Notes	Type: Time: Injurys/Accid Any Reports Any Reports	dents (Attach Report able Injuries Today able Accidents Today	/



ontractor	r: Carson Constuction Co. Inc. 159 W. Wickenburg Way, #5	Project Sup			Report Date: 7 - 26 - 12
	Wickenburg Az 85390	Weather Co Temperatur	nditions: e (HI/LOW):		Start Time 6°00 Am
arson Co	onstruction Company, Inc.				End Time 5 00 Pm
	Manpower Total Hours by Trade		Equipment in Use		
≀uantity	Trade Total Hr	Total Hrs	Description Use		Equipment Idle
2	Labor	11		Hrs of Use	Description
Ч	Operator	11	(2) CAT 420D Backhoe	i ì	
2	Truck Driver		water tryck 4000 Gal, F	orâ II	950(AT Wheel Loader & hrs
	Formsetter		624 & John Dreve L	oader 11	Stesling water truck 4000 Gal. 6 hrs
	Cement Mason				KW DUMP Truck to whether & hrs
2		<del>                                     </del>			310 ST John Deere Backhoe & hrs
	Flugger	1 11 1			310 D John Derre 11 0 hrs
		H			75 RC Komatsu Excavator & hrs
		<b></b>			
Vork Perfo					
	actors Onsite Work Perfor	med VKC †4 v	Quality Control Inspections:		Meetings Type:
	actors Onsite Work Perfor	ike tup	Quality Control Inspections:		Туре:
	actors Onsite Work Perfor	ike tup	Quality Control Inspections:		Type: Time: \$680.37
	actors Onsite Work Perfor	ike tup	Quality Control Inspections:		Type: Time: \$680.37
	actors Onsite Work Perfor	ike tup	Quality Control Inspections:		Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No.
ubcontrac	actors Onsite Work Perfor  [1] Cuater Seri  Clear and	ike tup	Quality Control Inspections:		Type: Time: \$685.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontrac	actors Onsite Work Perfor	ike tup	Quality Control Inspections:		Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No.
Subcontrac	Clear and	Ottob		Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac	actors Onsite Work Perfor  [1] Cuater Seri  Clear and	Ottob	Quality Control Inspections:  Quantity Unit	Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link
Subcontrac	Clear and	Ottob		Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link Counduit on the cualti
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link Counduit on the cualti
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link Counduit on the cualti
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link Counduit on the cualti
Subcontrac	Clear and	Ottob		Notes	Type: Time: \$680.37  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today  Century Link Counduit on the cualti



Contractor:	159 W. Wick	tuction Co. Inc. enburg Way, #5	Project Su	pervisor:			Report Date: 7-2S-12
	Wickenburg		Weather C Temperatu	onditions: re (HI/LOW):			Start Time 6:00 Am
Carson Co	nstruction Co	npany, Inc.	<u> </u>				End Time 4:30. Pm
ing the second	Manpower T	otal Hours by Trade					
Quantity	Trade	Total Hrs		Equipment in Use			Equipment Idle
7	Labor	1 Otal 1115	Total Hrs	Description		Hrs of Use	Description
4	Operator		10,5	624 John Deere	100100	10.5	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2	Truck Dri	Vor	10.5	LLY THO D CAT RA	12/10 x x x	10,5	950 CAT Wheel Loader O hrs \$
	Formsette		10,5	Water truck 4000 Go	al Francis		DIETING Water Truly 40006. 1 D. M.
	Cement N			772ch John Deere	Blade	10,5	3100 John Veere Backhae a- 1.
a				Ku Domp truck 100	tula color	10,5	310D John 11 /1 0 2
<u></u>	Flagger		10.5	·	Dueeley	10,5	15 PC K-OMATSU EXCAVATOR A has
	<u> </u>			<b>*</b>			305 CAT EXCAVATOR 6 hrs
Work Perfo							
	ctors Onsite	Work Perform	ned	Quality Control Inspectio	ns:		Meetings
	ctors Onsite	Work Perform 1' Service fa	ned	Quality Control Inspectio	ns:		Meetings
	ctors Onsite	l' Service fa	ρ	Quality Control Inspectio	ns:		
	ctors Onsite	1' Service fa Clear and Gr	ρ	Quality Control Inspectio	ns:		
	ctors Onsite	l' Service fa	ρ	Quality Control Inspectio	ns:		Type: Time:
	ctors Onsite	1' Service fa Clear and Gr	ρ	Quality Control Inspectio	ns:		Type: Time:  Injurys/Accidents (Attach Report)  Ves No.
	ctors Onsite	1' Service fa Clear and Gr	ρ	Quality Control Inspectio	ns:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	ρ	Quality Control Inspectio	ns:		Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today
Subcontrac	ctors Onsite  Deliveried or U	1' Service ta Clear and Gr Subgrade Prep.	e Vh	Quality Control Inspectio		Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today Any Reportable Accidents Today
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report)  Any Reportable Injuries Today  Any Reportable Accidents Today  Century  Luk
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report)  Any Reportable Injuries Today  Any Reportable Accidents Today  Century  Luk
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report)  Any Reportable Injuries Today  Any Reportable Accidents Today  Century  Luk
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local
Subcontrac		1' Service ta Clear and Gr Subgrade Prep.	e Vh			Notes	Type: Time:  Injurys/Accidents (Attach Report) Yes No Any Reportable Injuries Today  Any Reportable Accidents Today  Century Link Counduit on the local



Contractor	159 W. Wick Wickenburg	enburg Way, #5	Project Su		Repo	ort Date: 7-3-12
	Wickenburg /	AZ 00390	Weather C			t Time 6:00 Am
arson Co	onstruction Con		Temperatu	re (F		
arson oc	Manney T	npany, inc.				Time 4:00 Pm
luantity	Ivianpower 1	otal Hours by Trade		E	quipment in Use	
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- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fairgrounds
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Rural Addressing



**Public Works Division** 

Steve Stratton, Director sstratton@gilacountyaz.gov

Steve Sanders, Deputy Director ssanders@gilacountyaz.gov

745 N. Rose Mofford Way Globe, Arizona 85501 Phone (928) 402-8521 Fax (928) 425-8104 www.gilacountyaz.gov

August 13, 2014

Rupert Lemons, President Carson Construction 245 N. Frontier St. Wickenburg, AZ 85390

Dear Mr. Lemons:

I would like to thank you for the recent submittal of your daily logs of the Pine Creek Canyon Road Improvement Project. We too would like to resolve this matter as soon as possible. I apologize for the amount of time it has taken to review the information you submitted. The submittals are very vague and at this time we cannot reconcile your submittals with our information.

In reviewing your submittals we have found inconsistencies, such as your records show work being performed on days we show no work activity. We have also found inconsistencies with equipment charges that we have no record of the equipment being on the project. If possible, please review your submittals and let us know if you feel they are complete and accurate.

The information provided is not sufficient to determine any actual costs due to delays. Please provide detailed documentation that reflects daily records that show when Carson was either unable to work or had to do rework because of the utilities' actions or inactions. It should also identify which utility or utilities were causing delays on any given day.

We would like to resolve this issue at the business level, as opposed to legal level, as we did during the project. However, until we receive the requested information we are not able to evaluate your claim. We would like to continue to work with you to resolve this claim. In order to do that we need Carson Construction to send the documentation requested to substantiate their claim of the reduction in productivity loss.

Sincerely,

Steve Sanders Deputy Director

# Exhibit 11



# 245 N. Frontier St., Wickenburg, Arizona 85390 (928) 684-3091 OFFICE (928) 684-3403 FAX

# (928) 684-3091 OFFICE (928) 684-GENERAL CONTRACTOR

GRADING & PAVING CONCRETE COMMERCIAL

August 26, 2014

Gila County Public Works 745 N. Rose Mofford Way Globe, AZ 85501

RE: Your letter of August 13th

Attention: Steve Stratton & Steve Sanders

Dear Sirs:

I'm in receipt of your letter last week which says absolutely nothing, just as it has for last 1½ to 2 years. I provided you with a multitude of documents. During the course of the project, you indicated I'd get the daily reports from Mike Gillette and then told Mike not to give them to me! Your letter says our documents don't align with yours. How can we make that comparison without having the ability to see yours? At this point, I'm skeptical whether these "logs" even exist on your behalf.

You and I both know that all the conflicts with the utilities were of Gila County's doing. I have recorded proof that you say there was no conflict with the utilities, yet there's been **nothing but conflict**.

I've done all I can do to work this out and you've done all you can do to stall it. We have wasted A LOT of time to provide all the information you have requested only to, once again, receive a letter indicating the information is not sufficient.

I am of the opinion that Gila County has NO DESIRE to resolve this claim without initiating a lawsuit. Therefore, a resolution MUST be met by Friday August 29<sup>th</sup> or I will forward all the information to my attorney to commence litigation. There will be no further communication from my office directly at that point.

I suggest that someone from the Gila County contact me prior to the 29<sup>th</sup> to avoid advancing into the Courtroom.

Regards,

Rupert Lemons

President

#### ARF-2812

# Consent Agenda Item 3. A.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014
Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> Yes

Contract Dates July 1, 2013 to Grant?: No

Begin & End: June 30, 2017

Matching No <u>Fund?</u>: Renewal

Requirement?:

# **Information**

# Request/Subject

Intergovernmental Agreement No. 030614 - Town of Star Valley for Consolidated Administration and Operation of Limited Jurisdiction Courts.

# **Background Information**

Since 2006, the Town of Star Valley has utilized the Payson Regional Justice Court to serve as the Star Valley Magistrate Court. On February 3, 2009, the Gila County Board of Supervisors approved an Intergovernmental Agreement (IGA) between the Town of Star Valley and Gila County for the consolidated administration and operation of limited jurisdiction courts as a means for the Town to compensate Gila County for the space utilized by the Magistrate Court to conduct Town business, and to provide compensation for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court.

The initial term of the IGA was from January 1, 2009, to June 30, 2013.

# **Evaluation**

Pursuant to IGA No. 030614, the Town of Star Valley agrees to pay 24% of the total budget for the Payson Regional Justice Court, minus judicial salaries. The percentage paid by the Town of Star Valley will be reviewed annually beginning each January and amended each April 1 thereafter.

### Conclusion

With the approval of Intergovernmental Agreement No. 030614, the County will be able to accurately invoice and receive payment from the Town of Star Valley for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court for Town of Star Valley business.

### Recommendation

Staff recommends that the Board of Supervisors approve entering into Intergovernmental Agreement No. 030614 - Consolidated Administration and Operation of Limited Jurisdiction Courts, with the Town of Star Valley.

# Suggested Motion

Approval of Intergovernmental Agreement No. 030614 - Consolidated Administration and Operation of Limited Jurisdiction Courts in order to provide a means for compensation from the Town of Star Valley to Gila County for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court to conduct Town of Star Valley business for the term beginning July 1, 2013, through June 30, 2017.

# **Attachments**

Intergovernmental Agreement No 030614 with Town of Star Valley IGA for January 2009 through June 30 2013

Legal Explanation

# INTERGOVERNMENTAL AGREEMENT NO. 030614 BY AND BETWEEN TOWN OF STAR VALLEY AND GILA COUNTY

# CONSOLIDATED ADMINISTRATION AND OPERATION OF LIMITED JURISDICTION COURTS

	THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this
day of	, 2014, by and between Gila County, a political subdivision of the State of
Arizona	a (hereinafter "County") and Town of Star Valley, a municipal corporation of the State of
Arizona	a (hereinafter "Town") agree to the following:

#### RECITALS

*WHEREAS,* Arizona law, at A.R.S. § 11-951, et seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

*WHEREAS,* the County staffs and operates a limited jurisdiction, non-record Court, to wit: the Payson Regional Justice Court (hereinafter "Justice Court"); and

**WHEREAS**, since approximately 2006, the Town has utilized the services of the Payson Justice Court to serve as the Star Valley Magistrate Court (hereinafter "Magistrate Court"); and

WHEREAS, the Town wishes to continue to use the services of the Payson Justice Court; and

**WHEREAS**, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Magistrate Court and the Justice Court (hereinafter collectively, the "Courts") to the greatest extent possible under the laws of the State of Arizona.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

#### 1. TERM:

A. The term of this Agreement shall be from July 1, 2013 to June 30, 2017, unless sooner terminated by either party hereto pursuant to the provisions hereof.

B. The fee "Town" is to pay "Justice Court" for the initial period of this agreement (July 1, 2013, to June 30, 2014,) shall be twenty-four percent (24%) of the total budget for Payson Justice Court without the Judicial and Pro-tem Salaries. The percentage paid by "Town" will

be reviewed annually beginning each February and automatically amended each July 1 thereafter, according to the following formula:

Where R = the number of annual photo radar citations filed in Star Valley Magistrate Court for the previous calendar year,

F = the number of non-photo radar filings in Justice Court for the previous calendar year,

B = the total budget for Justice Court for the current fiscal year, and

J = Justice Court's Judicial and Pro-Tem salaries for the current fiscal year,

Then, Town's Justice Court Fee =

$$\frac{R}{10F + R}(B - J) = Fee$$

For example,

Then,

$$\frac{2500}{10(750) + 2500} (\$650,000 - \$150,000) = Fee = \$125,000$$

- C. In recognition of and deference to the budgeting needs and obligations of the parties hereto, the review and amendment described in paragraph 1(B) shall be provided to "Town" no later than April 1 of each year. Any party wishing to terminate the provisions of this Agreement shall provide written notice to the other, not later than the first day of April of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.
- D. "Town" may also terminate this Agreement in the event that there is a change in the identity of the Justice of the Peace. Such termination shall be effective on the date the new Justice of the Peace takes office.

#### 2. COUNTY TO ADMINISTER AND OPERATE COURTS:

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in the discharge of the responsibilities provided for in Subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment, as County, in the discretion and judgment of its Board of Supervisors, deems appropriate.
- C. The Chief Magistrate shall approve the Associate Magistrate or Hearing Officer, with the approval of the Common Council of the Town of Star Valley.

- D. The Justice of the Peace shall also serve as the Presiding Judge of the Courts, and in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings, including but not limited to, furniture and office equipment; and such other administrative responsibilities as may be necessary or desirable for the effective function of the Courts.
- E. Said Justice of the Peace shall also serve as the Town Magistrate and shall exercise administrative control over the conduct and caseload of the Magistrate Court.
- F. Court will submit all statistical reports and provide "Town" with monthly reports showing the number and type of Town fines and fees collected for each. The Court will provide statistical and processing information to the "Town" and County Manager for case filings for the calendar year, no later than March 15 so as to establish an estimated budget for the upcoming fiscal year.

#### 3. TOWN TO PROVIDE FUNDING:

- A. The annual fee to be paid by the "Town" to the "County" for the initial period (July 1, 2013, to June 30, 2014,) shall be twenty-four percent (24%) of the total budget (fiscal year 2014) for Payson Justice Court without the Judicial and Pro-tem salaries.
- B. Any costs incurred for Indigent Defense for any Star Valley Magistrate Court case will be borne by the Town.
- C. Costs for the Tri-annual audit shall be the responsibility of "Town".

#### 4. THE COURTS TO RETAIN SEPARATE IDENTITIES:

Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each Court, whether in the form of filing fees, fines, or any other source of revenue, whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; revenues of the Magistrate Court shall be and remain Town revenues.

"County" will maintain separate records for the operation and cost of the Payson Regional Justice Court.

### 5. APPROVAL OF PRESIDING JUDGE REQUIRED:

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force or effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila.

#### 6. **FACILITIES**:

The Courts shall be located in a building owned by the County.

# 7. TRANSITIONAL ACTIVITIES:

All personal property of "Town" which is physically on the premises occupied by the Courts, including, but not limited to, furniture, furnishings, office equipment, and janitorial supplies, shall, upon the effective date hereof and without action or documentation, be transferred to "County". Thereafter, such property may be assigned, maintained, conveyed, repaired and/or replaced by "County", at "County's" sole discretion.

### 8. AMENDMENTS; INTEGRATION:

This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force or effect unless approved by the Gila County Board of Supervisors and the Common Council of the Town of Star Valley, their respective legal counsel, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila.

# 9. **CANCELLATION FOR CONFLICT OF INTEREST:**

This Agreement is subject to A.R.S. § 38-511, the terms of which are incorporated herein and which provides for cancellation of contracts for certain conflicts of interest.

*IN WITNESS THEREOF*, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

TOWN OF STAR VALLEY	GILA COUNTY
Ronnie McDaniel Mayor	Michael A. Pastor, Chairman Gila County Board of Supervisors
ATTEST.	ATTEST
Lois Johnson, Town Clerk	Marian Sheppard, Clerk of Board of Supervisors
APPROVED AS TO FORM	APPROVED AS TO FORM
Tim Grier, Town Attorney	Bryan B. Chambers, Deputy County Attorney/ Civil Bureau Chief for Bradley D. Beauchamp, County Attorney
APPROVED AS TO FORM AND SUBSTANCE:	
Peter J. Cahill, Presiding Judge Gila County Superior Court	

# INTERGOVERNMENTAL AGREEMENT by and between TOWN OF STAR VALLEY and GILA COUNTY

# CONSOLIDATED ADMINISTRATION AND OPERATION OF LIMITED JURISDICTION COURTS

THIS INTERGOVERNMENTAL AGREEMENT dated this 3rd day of February, 2009, by and between TOWN OF STAR VALLEY, a municipal corporation of the State of Arizona (hereinafter "Town"), and Gila County, a political subdivision of the State of Arizona (hereinafter "County"), witnesses as follows:

### RECITALS

WHEREAS, Arizona law, at A.R.S. § 11-951, et seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and;

WHEREAS, the County staffs and operates a limited jurisdiction, non-record Court, to wit: the Payson Regional Justice Court (hereinafter "Justice Court"); and;

WHEREAS, since approximately 2006, the Town has utilized the services of the Payson Justice Court to serve as the Star Valley Magistrate Court (hereinafter "Magistrate Court"); and:

WHEREAS, the Town wishes to continue to use the services of the Payson Justice Court; and;

WHEREAS, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Magistrate Court and the Justice Court (hereinafter collectively, the "Courts") to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

# 1. TERM:

A. The term of this Agreement shall be from January 1, 2009 through JUNE 30, 2013, unless sooner terminated by either party hereto pursuant to the provisions hereof.

B. The fee "Town" is to pay "Justice Court" for the initial period of this agreement shall

be 32% of the total budget for Payson Justice Court minus Judicial Salaries. The percentage paid by "Town" will be reviewed annually beginning January 2010 and amended effective April 1, 2010 and each April 1 thereafter, according to the following formula: The "Town" shall pay "Justice Court" a fee that is a percentage of the total budget for the Payson Justice Court minus Judicial Salaries. That percentage will be a percentage of the total "Justice Court" filings for the previous Calendar Year. This percentage will be calculated as follows: The Numerator of the fraction that will create the percentage will be figured by adding the total number of Star Valley Magistrate Court Non-Photo Radar citations for the year to One Tenth of the total number of Star Valley Photo Radar Citations for the year. The denominator shall be the total number of the Payson Justice Court filings for the year. For example, if "Justice Court's" total justice court filings for calendar year 2009 is 1000, and Star Valley Magistrate Court Magistrate Court has 100 Non-Photo Enforcement filings for the year, then the 2000 Photo Enforcement filings would be counted as 200 non-Photo Enforcement filings and "Town's" percentage of total "Justice Court" budget minus Justice Court Salaries beginning April 1, 2010 would be Thirty percent (30%).

154° = 30°

- C. In recognition of and deference to the budgeting needs and obligations of the parties hereto, the review and amendment described in paragraph (1)(B) shall be provided to "Town" no later than March 1 of each year beginning in 2010. Any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of APRIL of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.
- D. "Town" may also terminate this Agreement in the event that there is a change in the identity of the Justice of the Peace. Such termination shall be effective on the date the new Justice of the Peace takes office.

# 2. <u>COUNTY TO ADMINISTER AND OPERATE COURTS:</u>

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in the discharge of the responsibilities provided for in Subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its Board of Supervisors, deems appropriate.
- C. The Chief Magistrate and Associate Magistrate of the Magistrate Court, shall be

appointed from time to time by the Common Council of the Town of Star Valley

- D. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings including, but not limited to, furniture and office equipment; and such other administrative responsibilities as may be necessary or desirable for the effective function of the Courts.
- E. Said Justice of the Peace shall also serve as the Town Magistrate and shall exercise administrative control over the conduct and caseload of the Magistrate Court.
- F. Court will submit all statistical reports and provide Town with monthly reports showing the number and type of Town and the fines and fees collected for each. The Court will provide statistical and processing information to the "Town" and County Manager for case filings for the calendar year no later than March 15 so as to establish an estimated budget for the upcoming fiscal year.

# 3. TOWN TO PROVIDE FUNDING:

- A. The annual fee to be paid by the "Town" to the "County" for the Calendar year 2009 shall be 12 equal payments of the total based on the % of the budget as figured in section 1(B).
- B. Any costs incurred for Indigent Defense for any Star Valley Magistrate Court case will be borne by the Town.
- C. Costs for the Tri-annual audit shall be the responsibility of "Town".

# 4. THE COURTS TO RETAIN SEPARATE IDENTITIES:

Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each Court, whether in the form of filing fees, fines or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; revenues of the Magistrate Court shall be and remain Town revenues.

"County" shall provide for a standard-form fidelity bond or bonds, underwritten by a corporate surety or sureties authorized and licensed to transact business in this State, indemnifying "County" and "Town" from all loss arising out of the custody of County and Town funds in any and all non-judicial employees of the Courts.

"County" will maintain separate records for the operation and cost of the Payson Regional Justice Court.

# 5. <u>APPROVAL OF PRESIDING JUDGE REQUIRED:</u>

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force or effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila.

# 6. FACILITIES:

The Courts shall be located in a building owned by the County.

# 7. TRANSITIONAL ACTIVITIES:

All personal property of "Town" which is physically on the premises occupied by the Courts including, but not limited to, furniture, furnishings, office equipment, and janitorial supplies shall, upon the effective date hereof and without action or documentation, be transferred to "County". Thereafter, such property may be assigned, maintained, conveyed, repaired and/or replaced by "County", at "County's" sole discretion.

# 8. <u>AMENDMENTS; INTEGRATION:</u>

This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force or effect unless approved by the Gila County Board of Supervisors and the Common Council of the Town of Payson, their respective legal counsel, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila.

# 9. <u>CANCELLATION FOR CONFLICT OF INTEREST:</u>

This Agreement is subject to A.R.S. § 38-511, the terms of which are incorporated herein and which provides for cancellation of contracts for certain conflicts of interest.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

TOWN OF STAR VALLEY

GILA COUNTY

By

Charles J. Heron

Mayor

Chairman, Board of Supervisors

ATTEST:

ATTEST:

Sarah Luckie, Town Clerk

Steven L. Besich, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tim Grier, Town Attorney

APPROVED AS TO FORM AND SUBSTANCE:

Peter Cahill, Presiding Judge

Gila County Superior Court



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

### ARF-2849

# Consent Agenda Item 3. B.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

# <u>Information</u>

# Request/Subject

Approval of an Intergovernmental Agreement No. 090514 with Town of Payson for Pre-Annexation.

# **Background Information**

On January 19, 2010, the Gila County Board of Supervisors approved entering into an Intergovernmental Agreement (IGA) with the Town of Payson, whereby both Gila County and the Town of Payson are responsible for (a) the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other Party, in accordance with the constructing Party's construction codes; (b) the issuance of all applicable permits; and (c) the inspection of such buildings and other structures.

The term of the IGA began from the date the IGA was recorded, to June 30, 2014. The IGA expired on June 30, 2014.

# Evaluation

The Town of Payson, pursuant to A.R.S. §9-240 and Title 9, Chapter 7, Article 1, Arizona Revised Statutes, and the County, pursuant to A.R.S. §11-861, et seq., are authorized to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction in their jurisdictional territory.

The IGA establishes jurisdictional authority for compliance with building and development codes for public property owned by each jurisdiction in the other's jurisdictional territory. The IGA allows Gila County to follow its own rules and codes on its property within the town limits of Payson, and allows the Town of Payson to follow its rules and codes on its property outside of the city limits in the County.

# Conclusion

By executing this IGA to replace the June 30, 2014, expired IGA, the practice of each entity regulating their public property within each other's jurisdictional territory can remain ongoing.

# Recommendation

Staff recommends authorizing the Chairman's signature on Intergovernmental Agreement No. 090514 with the Town of Payson, to continue the practice of each entity regulating the construction of public property within each other's jurisdictional territory.

# Suggested Motion

Approval of an Intergovernmental Agreement (Agreement No. 090514) with the Town of Payson for pre-annexation to allow each entity to regulate public property within each other's jurisdictional territory commencing on July 1, 2014, and automatically renewing from year to year, unless terminated sooner by either party giving 30 days' prior written notice to terminate.

# **Attachments**

<u>Intergovernmental Agreement No. 090514 with the Town of Payson for Regulation of Public Property Within Each Other's Jurisdictional Territory</u>

2009-2014 Intergovernmental Agreement with the Town of Payson for Regulation of Public Property Within Each Other's Jurisdictional Territory

Legal Explanation

# INTERGOVERNMENTAL AGREEMENT NO. 090514 BETWEEN GILA COUNTY

AND

# THE TOWN OF PAYSON PRE-ANNEXATION

# REGULATION OF PUBLIC PROPERTY WITHIN EACH OTHER'S JURISDICTIONAL TERRITORY

	THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this
day of _	, 2014, pursuant to A.R.S. §11-952 by and between Gila County, a body
politic a	and corporate of the State of Arizona, hereinafter referred to as "County" and the Town of
Payson,	a municipal corporation, hereinafter referred to as "Town" (collectively the "Parties"), for
the pur	pose of regulating the construction and improvement by the Parties of public property
within e	each other's jurisdictional territory.

#### RECITALS

WHEREAS, the Town, pursuant to A.R.S. §9-240 and Title 9, Chapter 7, Article 1, Arizona Revised Statutes, and County pursuant to A.R.S. §11-861, et seq., are authorized to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction in their jurisdictional territory; and

**WHEREAS,** the County and Town may contract for the services and enter into Intergovernmental Agreements with one another for joint or cooperative action pursuant to A.R.S.  $\S 11-951$ , et seq.; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is to establish jurisdictional authority for compliance with building and development codes for each public property owned by each jurisdiction in the other's jurisdictional territory; and

WHEREAS, the Town and County desire to enter into this Intergovernmental Agreement whereby each party will be responsible for (a) the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other Party in accordance with the constructing Party's construction codes; (b) the issuance of all applicable permits; and (c) the inspection of such buildings and other structures.

### **SCOPE**

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Intergovernmental Agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

# 1. Obligation of the Parties

**a. Town.** The Town shall be responsible for the design and construction compliance with its adopted building, plumbing, electrical and mechanical codes of the Town buildings and other structures it builds or causes to be built within the territorial jurisdiction of the County. The Town will review and approve the plans and issue the required permits in connection therewith, and perform required inspections.

- **b. County.** The County shall be responsible for the design and construction compliance with its adopted building, plumbing, electrical and mechanical codes of the County buildings and other structures it builds or causes to be built within the territorial jurisdiction of the Town. The County will review and approve the plans and issue the required permits in connection therewith, and perform required inspections.
- 2. Fees. Where this Intergovernmental Agreement is applicable, if any fees are required in connection with design (plan review fees) and construction (fees for permits for code activity) they shall be paid to itself by the jurisdiction responsible under this Intergovernmental Agreement for compliance.
- **3. Term**. The term of this Agreement shall commence on July 1, 2014 and shall automatically renew from year to year, unless sooner terminated by either party, by giving thirty (30) days prior written notice of its intention to terminate this Intergovernmental Agreement.
- 4. Compliance with all laws. The parties shall comply with all federal, state and local laws, rules, regulation, standards and Executive Orders, without limitation to those designated within this Intergovernmental Agreement. Any changes in the governing laws, rules and regulations during the terms of this Intergovernmental Agreement shall apply but do not require an amendment.
- **5. Responsibility.** To the extent permitted by law, each party agrees to be responsible for the acts and omissions of its officers, agents and employees taken pursuant to this Intergovernmental Agreement.
- 6. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim or cause of action may be submitted to mediation or may be litigated in the Superior Court. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, mediation, litigation in a court, or otherwise.
- **7. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

- 8. Entire Agreement. This document constitutes the entire Intergovernmental Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Intergovernmental Agreement and understandings, oral or written, are hereby superseded and merged herein. This Intergovernmental Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 9. Liability and Insurance. Each Party shall bear the risk of its own actions, as it does with dayto-day operations, and shall be solely responsible for any injury to its employees and/or for
  claims of injury or legal harm asserted by others, from the performance of any obligation under
  this Agreement. Both Parties agree to maintain a policy of general liability insurance (or a
  comparable policy with a risk pool) with a combined single limit of not less than one million
  dollars (1,000,000) per occurrence and in the aggregate that insures the activities under this
  Agreement. Each Party shall have the right of contribution against the other to the extent of the
  liability caused by the other Party's employees in activities creating joint liability under this
  Agreement.
- **10. Authority.** The Parties acknowledge and warrant that each of them is fully authorized and empowered to execute this Agreement by and through the individual(s) executing hereinafter.

#### 11. Notices

All notices or demands upon any party to this Intergovernmental Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Payson Attn: Town Manager 303 N. Beeline Highway Payson, Arizona 85542 Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501

#### **GENERAL TERMS**

- 1. Termination for convenience: Either party may, at any time and without cause, cancel this Intergovernmental Agreement by providing 30 days written notice to the other party.
- 2. Termination for cause: If, in the judgment of either party to this Intergovernmental Agreement, the other party does not perform in accordance with the conditions of this Agreement, or is otherwise in default of any provision of this Agreement, the party claiming non-performance or default shall give written notice to the other party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the party claiming non-performance or default may terminate this Intergovernmental Agreement.
- **3.** Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

**4.** Non-Appropriation: Notwithstanding any other provision in this Agreement, this Intergovernmental Agreement may be terminated if, for any reason, the Gila County Board of Supervisors or the Payson Town Council does not appropriate sufficient monies for the purpose of maintain this Intergovernmental Agreement.

*IN WITNESS THEREOF*, the parties to this Intergovernmental Agreement No 090514, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS	TOWN OF PAYSON
Michael A. Pastor, Chairman of the Board	Kenny J. Evans Mayor
ATTEST	Selva Smith
Marian Sheppard, Clerk of the Board	Sylvia Smith, Town Clerk
APPROVED AS TO FORM	APPROVED AS TO FORM
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief	Tim Wright, Town Attorney

for Bradley D. Beauchamp, County Attorney

# Intergovernmental Agreement Between Gila County and the Town of Payson Regulating the Construction of Public Property Improvements Within Each Other's Jurisdictional Territory

This Intergovernmental Agreement is entered into pursuant to A.R.S. 11-952 by and between Gila County, a body politic and corporate of the State of Arizona, (the "County") and the Town of Payson, a political subdivision of the State of Arizona, (the "Town") (collectively the "Parties") for the purpose of regulating the construction and improvement by the Parties of public property within each other's jurisdictional territory.

### Recitals

- A. The Town, pursuant to A.R.S. §9-240 and Title 9, Chapter 7, Article 1, Arizona Revised Statutes, and the County pursuant to A.R.S. §11-861 et seq., are each authorized to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction in their jurisdictional territory.
- B. The County and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-951, et seq.
- C. The purpose of this Intergovernmental Agreement ("IGA") is to establish jurisdictional authority for compliance with building and development codes for each public property owned by the County and the Town in each other's jurisdictional territory.
- D. Town and County wish to enter into this IGA whereby each party will be responsible for the issuance of the appropriate permits and the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other in accordance with the other's building, plumbing, electrical, and mechanical codes.

**NOW THEREFORE**, the County and the Town pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

# 1. Obligations of the Parties

- a. **Town.** For all public buildings and improvements built or caused to be built by the Town located within the jurisdictional territory of the County, the Town shall be responsible for the permitting, design and construction compliance with the County's adopted building, plumbing, electrical, and mechanical codes, and any inspections related thereto.
- b. **County.** For all public buildings and improvements built or caused to be built by the County located within the jurisdictional territory of the Town, the County shall be responsible for the permitting, design and construction compliance with the Town's

adopted building, plumbing, electrical, and mechanical codes, and any inspections related thereto.

- 2. **Fees.** For all public buildings and structures covered by this IGA, the permitting entity and inspecting entity shall be entitled to any applicable fees including, but not limited to, plan review fees and inspection fees
- 3. **Term.** The term of this IGA shall be from the date it is recorded with the Gila County Recorder and shall terminate on June 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this IGA. The parties may renew this IGA for up to four additional five year periodps or any portion thereof. Such extension shall be by formal written amendment executed by the parties.
- 4. Compliance with All Laws. The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.
- 5. Responsibility. To the extent permitted by law, each party agrees to be responsible for the acts and omissions of its officers, agents and employees taken pursuant to this IGA.
- 6. Non-Discrimination This IGA is subject to Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference as if set forth in full herein.
- 7. Dispute Resolution. This IGA shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this IGA may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be submitted to mediation or maybe litigated in the Superior Court. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, mediation, litigation in a court, or otherwise.
- **8. Severability.** If any provision of this IGA is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 9. Liability and Insurance. Each Party shall bear the risk of its own actions, as it does with day-to-day operations, and shall be solely responsible for any injury to its employees and/or for claims of injury or legal harm asserted by others, from the performance of any obligation under this IGA. Both Parties agree to maintain a policy of general liability insurance (or a

comparable policy with a risk pool) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and in the aggregate that insures the activities under this IGA. Each Party shall have the right of contribution against the other to the extent of the liability caused by the other Party's employees in activities creating joint liability under this IGA.

- 10. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 11. Authority. The Parties acknowledge and warrant that each of them is fully authorized and empowered to execute this IGA by and through the individual(s) executing hereinafter.
- **12. Notification.** All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Payson
Town Manager
303 North Beeline Highway
Payson, Arizona 85442

Gila County County Manager 1400 East Ash Street Globe, Arizona 85501

### 13. Termination.

- a. Termination for convenience. Either party may, at any time and without cause, cancel this IGA by providing 30 days written notice to the other party of intent to cancel.
- b. Termination for Cause. If, in the judgment of either party to this IGA, the other party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provision of this IGA, the party claiming nonperformance or default shall give written notice to the other party specifying the nature of the nonperformance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the nonperforming or defaulting party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the party claiming nonperformance or default may terminate this IGA.
- c. Cancellation (A.R.S. §38-511). This IGA is subject to the provisions of A.R.S. § 38-511 which provides for cancellation of contracts by political subdivisions of the state for certain conflicts of interest.
- d. Non-appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if, for any reason, the Gila County Board of Supervisors or the Payson Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA.

# GILA COUNTY, ARIZONA

Chairman, Board of Supervisors

Shirely L. Dawson

TOWN OF PAYSON

Kenny J. Evans, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gila County Attorney Bryan Chambers

Clerk-of the Board

Chief Deputy Gila County Attorney

ATTEST:

ATTEST?

Samuel I. Streichman, Town Attorney

# **RESOLUTION NO. 2535**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY AND THE TOWN OF PAYSON REGULATING THE CONSTRUCTION OF PUBLIC PROPERTY IMPROVEMENTS IN EACH OTHER'S RESPECTIVE JURISDICTIONS.

WHEREAS, The Town of Payson ("Payson"), pursuant to A.R.S. §9-240 and Title 9, Chapter 7, Article 1, Arizona Revised Statutes, and Gila County ("County") pursuant to A.R.S. §11-861 et seq., are each authorized to regulate the quality, type of material and workmanship of all aspects of building construction and to adopt uniform codes regulating such construction within their respective jurisdictions; and

WHEREAS, Payson and the County wish to enter into an agreement whereby each will be responsible for the issuance of the appropriate permits and the design and construction compliance of its public buildings and other structures within the territorial jurisdiction of the other in accordance with the other's building, plumbing, electrical, and mechanical codes,

# NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

- Section 1. That the Intergovernmental Agreement between Gila County and the Town of Payson ("IGA"), attached hereto as Exhibit A and incorporated herein as though set forth in full at this point, be and is hereby approved in substantially the form as set forth in said Exhibit A.
- Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute such IGA in substantially the form as set forth in Exhibit A.
- Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of said IGA.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this / Cylin day of December, 2009, by the following vote:

AYES \_ 7 NOES \_ C ABSTENTIONS \_ C ABSENT \_ C Kenny J. Evans, Mayor

ATTEST:

Silvia Smith, Town Clerk

APPROVED AS TO FORM:

Samuel I. Streichman, Town Attorney



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

#### **ARF-2845**

# Consent Agenda Item 3. C.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates 09-07-14 to Grant?: No

Begin & End: 09-06-15

Matching No <u>Fund?</u>: Renewal

Requirement?:

# **Information**

# Request/Subject

Amendment No. 1 to Contract No. 110812-1 for ABC and Chips for the Copper Region with Cemex.

# **Background Information**

On April 17, 2013, Gila County received sealed bids in response to Request for Proposals Bid No. 110812-1 Chips, ABC, and Asphalt for the Copper Region of Gila County. The chips, ABC and asphalt are to be utilized in the maintenance and repair on various roads throughout the County. Cemex provided the best unit pricing for ABC and chips, FOB plant for the Copper Region.

Effective May 7, 2013, the Board of Supervisors approved a contract between Gila County and Cemex, whereby the contractor agreed to provide ABC & chips, FOB plant for the Copper Region of Gila County. The initial term of the contract was for a sixteen-month period, with the option to renew for two additional one-year periods. The contract expires on September 6, 2014.

# **Evaluation**

Per Section 2.0, Item 2.2, of Contract No. 110812-1, the County shall have the right, at its sole option, to renew the contract for two (2) additional one- (1) year periods. The ABC and chips will be utilized for the maintenance and repair of various roads throughout the County. The County will benefit by extending the term of the contract for another year, thereby locking in the unit price that was contracted in 2013, for an additional year.

# Conclusion

Amendment No. 1 will allow the contract to be extended for a one year term from September 7, 2014, to September 6, 2015. The extension will allow the contractor to continue to provide the ABC & Chips, FOB plant for the Copper Region of Gila County at the unit prices contracted for in 2013. Amendment No. 1 provides for total remuneration during the renewal period of September 7, 2014, to September 6, 2015, in an amount not to exceed eighty thousand dollars (\$80,000).

# Recommendation

It is the recommendation of staff that the Board of Supervisors approve Amendment No. 1 to Contract No. 110812-1 with Cemex to provide ABC & chips, FOB plant for the Copper Region of Gila County.

# **Suggested Motion**

Approval of Amendment No. 1 to Contract No. 110812-1 between Gila County and Cemex to extend the contract for 12 months, from September 7, 2014, through September 6, 2015, for the purchase of ABC and chips (FOB plant) in an amount not to exceed \$80,000 that will be used for maintenance and repairs on various roads in the Copper Region of Gila County.

# **Attachments**

Amendment No. 1 to Contract No. 110812-1 with Cemex Contract No. 110812-1 with Cemex

Legal Explanation



### **AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 110812-1**

The following amendments are hereby incorporated into the agreement for the below project

# CONTRACT 110812-1 ABC & CHIPS FOB PLANT COPPER REGION OF GILA COUNTY

Effective May 7, 2013, Gila County and Cemex entered into a contract whereby Cemex agreed to provide Chips and ABC for the Copper Region of Gila County.

Service Agreement No. 110812-1 expires on September 6, 2014. Per Page 15, Section 2.0-Proposal pricing, Item 2.2 of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No 1 to Service Agreement No. 110812-1 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from September 7, 2014 to September 6, 2015 with a not to exceed Eighty Thousand dollars and no/100's (\$80,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the September 7, 2014 to September 6, 2015 renewal period.

IN WITNESS WHEREOF, three (3) identical counterprinclude original signatures and for all purposes be dexecuted by the parties hereinabove named 2014.	
GILA COUNTY BOARD OF SUPERVISORS:	CEMEX /
Michael A. Pastor, Chairman, Board of Supervisors	Suppliers Signature
ATTEST:	
Marian Sheppard, Chief Deputy Clerk	
APPROVED AS TO FORM:	
Bryan B. Chambers, Deputy Attorney Principal/Civil Burea for Bradley D. Beauchamp, County Attorney	u Chief

# CHIPS, ABC, AND ASPHALT COPPER REGION

BID NO. 110812-1 RE-BID

# BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



\*BOARD OF SUPERVISORS\*
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

\*County Manager\*
Don E. McDaniel, Jr.

\*Public Works Director\*
Steve Stratton

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# GILA COUNTY REQUEST FOR PROPOSALS BID NO. 110812-1 CHIPS, ABC, AND ASPHALT COPPER REGION

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, ABC, and Asphalt for the Public Works Division Copper Region as specified.

SUBMITTAL DUE DATE:

2:00 P.M., Local AZ Time, April 17, 2013

**RETURN PROPOSAL TO:** 

**GILA COUNTY FINANCE DEPARTMENT** 

GUERRERO COMPLEX 1400 EAST ASH STREET GLOBE, ARIZONA

**NOTICE IS HEREBY GIVEN,** that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Departments Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. Late proposals shall not be considered. The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at (928) 402-8612 and are strongly encouraged to carefully read the entire Request for Proposal. The solicitation may also be downloaded from the Gila County Website at http://www.gilacountyaz.gov/government/finance/procurement/current bids.php.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, (928) 402-8526

Questions regarding the general terms and conditions of this Request for Sealed Proposals and Service Contract should be directed to, <u>Jeannie Sgroi</u>, (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

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# REQUEST FOR PROPOSALS BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

# SCOPE OF SERVICE/WORK/SPECIFICATIONS

It is the intent of this Request for Proposals to establish a contract for a supplier(s) to furnish Chips, ABC and Asphalt to the Public Works Division at various locations for the Copper Region of Gila County.

All specifications, and terms and conditions, under the Contract include furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C").

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

#### **INSTRUCTIONS TO SUPPLIERS**

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIER AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

#### **EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS**

#### **Preparation of Sealed Proposals**

- A. Sealed Proposals will be received by the County of Gila Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

#### Instructions to Suppliers continued....

- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

#### Addenda

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

- Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 35 (the numbers of which shall be filled in on the Proposal Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

#### Inquires

A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### Instructions to Suppliers continued....

B. Proposal results <u>ARE NOT</u> provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

#### **Late Proposals**

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

#### **Submittal Proposal Format:**

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

- 1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

#### Instructions to Suppliers continued.....

- Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
- 3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, ABC AND ASPHALT FOR COPPER REGION", Contract Number, "110812-1", Date \_\_"April 17, 2013"\_\_, and Time "2:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

#### **GENERAL TERMS AND CONDITIONS**

#### **Award Contract/Agreement**

- 1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    - 1. Waive any immaterial defects or informalities; or
    - 2. Reject any or all Proposals; or portions thereof; or
    - 3. Reissue a Request for Proposal.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
- Further, the County reserves the right to reject the Proposal of any supplier(s) who has
  previously failed to perform adequately after having once been awarded a prior Proposal for
  furnishing and installing materials similar in nature.
- 4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.
- 5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued....

#### **Protests**

Only other Suppliers who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

#### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

#### **EXHIBIT "B" SUPPLIER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 36, OFFER AND AGREEMENT PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 25-26.

Supplier Award Agreement continued.....

#### **Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

#### **Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

#### **Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

Supplier Award Agreement continued....

#### **Contract Default**

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
  - If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

#### Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

#### Co-op Use of Contract - Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

Supplier Award Agreement continued....

#### **Cancellation of County Contracts**

This contract is subject to the cancellation provisions of A.R.S. §38-511.

#### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

- In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
- 2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
- Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
- 4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

Supplier Award Agreement continued....

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

#### **Proposal Evaluation Process**

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

#### General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

#### **MINIMUM SPECIFICATIONS - TERMS AND CONDITIONS**

Exhibit "C" Minimum Specifications - Product Specifications

#### <u>Purpose</u>

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, ABC and Asphalt.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

#### **SECTION 1.0**

#### **General Purpose**

- 1.1 All product specifications are <u>minimum</u>. Supplier must provide product specification sheet.
  <u>MSDS sheets must be included</u>. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

#### Minimum Specifications Terms and Conditions continued....

- 1.5.1 One (1) original and two (2) copies with **original signatures** of all submissions is MANDATORY.
- 1.5.2 Qualification and Certification Forms, (page 25 & 26)
- 1.5.3 Price Sheet, (page 27, 28 and 29)
- 1.5.4 References, (page 30)
- 1.5.5 No Collusion in Bidding, (page 31)
- 1.5.6 Intentions for Subcontracting, (page 32)
- 1.5.7 Anti-Terrorism Warranty, (page 33)
- 1.5.8 Legal Arizona Workers Act Compliance, (page 34)
- 1.5.9 Checklist and Addenda Acknowledgment, (page 35)
- 1.5.10 Offer and Agreement page, MANDATORY (Attachment page 36 and 37)

#### **SECTION 2.0**

#### **Proposal Pricing**

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in Section 4.0. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27, 28 and 29, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications Terms and Conditions continued....

#### **SECTION 3.0**

#### **Price Adjustments**

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:
  - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
  - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See <a href="http://www.azdot.gov/highway/cns/bitmat/asp">http://www.azdot.gov/highway/cns/bitmat/asp</a>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:
  - 3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
  - 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
  - 3.2.3 Sample of formula as follows:(\$ amount change in ADOT index) X (% of bituminous material) + (amount bid)

#### Minimum Specifications Terms and Conditions continued....

3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

#### **SECTION 4.0**

#### **Ordering**

#### 4.1 Ordering

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.
- 4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.
- 4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier Supplier shall retain title and control of all goods until they are picked-up.

Minimum Specifications Terms and Conditions continued....

4.3 MATERIAL MEASURES AND PRICING ADJUSTMENTS: The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

4.3.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful Supplier or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions.

#### **SECTION 5.0**

<u>Product Specifications – Minimum Specifications: Bid No. 110812-1 Chips, ABC and Asphalt for Copper Region</u>

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02.© Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

Minimum Specifications Terms and Conditions continued....

#### **Asphalt**

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

#### **ABC**

- ADOT Specifications, Class II; MAG Spec

#### Chips

Size 3/8" and 1/2"

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

Minimum Specifications – Chips (Arizona Test Method 201)		
Sieve Size	Percent Passing	
3.8	100	
No. 4	0 - 25	
No. 8	0 - 5	
No. 200	0 – 2.0	

#### Minimum Specifications Terms and Conditions continued.....

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

#### **INSURANCE PROVISIONS**

#### **INDEMNIFICATION CLAUSE:**

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Supplier for the County.

#### **INSURANCE REQUIREMENTS:**

Supplier and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

#### Insurance Provisions continued.....

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - Supplier shall provide coverage with limits of liability not less than those stated below:

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier".

#### 2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	 \$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

Insurance Provisions continued.....

- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - On insurance policies where the County of Gila is named as an additional insured, the County
    of Gila shall be an additional insured to the full limits of liability purchased by the Supplier
    even if those limits of liability are in excess of those required by this Contract.
  - 2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Insurance Provisions continued.....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **QUALIFICATION AND CERTIFICATION FORMS**

#### Exhibit "D" Suppliers Qualifications and Reference List

#### Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 110812-1 Chips, ABC and Asphalt for Copper Region

#### SECTION 6.0

6.4

this Contract.

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

CEMEX

401 E. Hoopes for

Globe, Az. 85501 (928) 425-5175

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?

Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's

date, the contracting agency, and the reasons Supplier was terminated in the narrative part of

#### Qualification & Certification continued....

6.6

- 6.5 Supplier must also provide at least the following information:
  - a. A brief history of the Suppliers Firm.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Supplier has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and three (3) copies (one (1) original and two copies with original signatures) included in the Proposal package.
  - f. Gila County reserves the right to request additional information.

Supplier Experience Modifier (e-mod) Rating:

A method the National Council on Compensation insurance (NCCI) uses to measure a business
computed loss ratio and determine a factor, which when multiplied by premium, can reward
policyholders with lower losses. E-mod rate may be a determining factor in bid award.
Signature of Authorized Representative
Jerry Johnson
Printed Name
Globe AREH MANAGER

**Title** 

#### **PRICE SHEET - COPPER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec. FOB Plant *Price Per Ton	\$
1/2" Chips (12.7 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$
3/8" Chips (9.5 mm) ADOT Spec. FOB Plant *Price Per Ton	\$ 14.00
3/8" Chips (9.5 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ 20.25

Cost per	mile for delivery	to other Gila County Locations:	\$PER Have/Ton
	Minimum	O Ton for pick up	FOB plant
Amount \$_	0	each occurrence for product	returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

<sup>\*</sup> Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

#### **PRICE SHEET - COPPER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
A.B.C. (ADOT Class 2) FOB Plant *Price Per Ton	\$ 9.00
A.B.C. (ADOT Class 2) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ 15.25
A.B.C. (MAG Spec) FOB Plant *Price Per Ton	\$ 9.00 \$ 15.25
A.B.C. (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ 15.25

Cost per	mile for deliver	y to other Gila	<b>County Locations:</b>	\$ PER hour ton	
	Minimum	0	Ton for pick up	FOB plant	
Amount \$_	.0	each occ	currence for product	returned and disposed.	

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

<sup>\*</sup> Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

#### PRICE SHEET - COPPER REGION

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
3/8" Asphalt (9.5 mm) (MAG Spec) FOB Plant *Price Per Ton  3/8" Asphalt (9.5 mm) (MAG Spec)	\$
Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	
3/4" Asphalt (19.0 mm) (MAG Spec) FOB Plant *Price Per Ton	\$
3/4" Asphalt (19.0 mm) (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$

Cost per	mile for delivery	to other Gila County Locations: \$
	Minimum	Ton for pick up FOB plant
Amount \$ _	* #	each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

<sup>\*</sup> Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

#### **REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

#### References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
CITY OF Globe 1250 S. Hagen St. Globe, Az. 85501	(928) 425-4959	Mike Humphray
Rummer construction 7520 E. Mobbe Dr. Scottsdaue, Az. 85301	(480) 222 - 99 22	Tourt short
Concrete Placement 1527 W. Morthview Glenbace, Az. 85301	(628) 931-1100	Liberty Presucy
Gila County Public Works 1400 E. Ash est. Globe, Az. 85501	(928) 402-8501	Steve stration
	Signature of Authorized Repre	esentative
	JERRY Johnso Printed Name	J
	Globe Anen Title	MANAGER

# AFFIDAVIT BY SUPPLIER CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA	)			
COUNTY OF: GILA	)ss )			
	(1)	Name of Individual)		
being first duly sworn,	deposes and says:			
That he is	Globe ARS	Manager (Title)		
Of	CEMI		* 0	and
	1)	Name of Business)		
That he is prop	perly pre-qualified by (	Gila County for bidding	g on BID <b>NO. 110812</b> -	1 and,
That pursuant	to Section 112 (C) of T	Title 23 USC, he certific	es as follows:	
That neither h	e nor anyone associate	ed with the said		<del></del>
	CE	MEX		
	(1)	Name of Business)		
has, directly or indirec any action in restraint-				
		CEMEX		
LORRIE LYN NOTARY PUBLIC GIL A C	AL SEAL IN ANDRADE - State of Arizona COUNTY res July 16, 2014	Name of Business  By  Clobe Ave	ea Manager	Jehn
Subscribed and sworn	1	7 day of A	pr. 1"	, 2013.
Notary Public	robach	My Commissio	n expires: July	16 2014

#### **CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of Request for Proposals No. 110812-1 Chips, ABC and Asphalt for Copper Region, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

	YES, it is my intention to subcontract a portion of the work.
X	NO, it is not my intention to subcontract a portion of the work.

CEMEX			
Name of Busin	ess	^	,
Signature of A	John	- Jm	2 lehr
Signature of A	uthorized Re	presentative	
Globe no	EA MAN	vacer	V
Title			÷
4-17-0	20/3		
Date			

#### **ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

Signature of Authorized Representative

Signature of Authorized Representative

Jerry Johnson

Printed Name

Globa naca Managa

Title

#### LEGAL ARIZONA WORKERS ACT COMPLIANCE

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Supplier to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Supplier. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Supplier's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Supplier shall be entitled to an extension of time, but not costs.

ignature of Authorized Representative

Jenny Johnson
Printed Name

Glob Appa Manager

ittle

#### **SUPPLIERS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

#### **CHECKLIST**

REQUIRED DO	CUMENT			COMPLETED	EXECUTED
QUALIFICATI	ON & CERTIFICA	TION FORM			
REFERENCE L	JST				
PRICE SHEET					<u>/</u>
AFFIDAVIT O	F NON-COLLUSIO	ON			<u>/</u>
INTENTIONS	CONCERNING SU	JBCONTRACTI	NG K		
SCRUTINIZED	OPERATIONS		8		<u>/                                    </u>
LEGAL AZ WO	ORKERS ACT CON	<b>APLIANCE</b>			
OFFER AND A	GREEMENT PAG	SE			,
*********					
			÷		
ACKNOWLEDGI	MENT OF RECEI	PT OF ADDEN	<u>DA:</u>		
	#1	#2	#3	#4	#5
nitials/ Date					
Juce	5				<del></del>
Signed and date	ed this 17	day of	April	2013.	
		2	ia.		
	-	Cenex		2	
	SUPPLIE	ER:	1	1.	
	Jerr	y doho	501 /m	1) (bhr	4
	BY:				

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Supply: CHIPS, ABC and ASPHALT FOR COPPER REGION, Gila County Arizona, Bid Proposal No. 110812-1. All proposals shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before 2:00 PM/MST, Wednesday, April 17, 2013.

#### **OFFER AND AGREEMENT PAGE**

#### **To Gila County**

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has reveled the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

Contract Number: 110812-1 Chips, ABC and Asphalt for Copper Region

Supplier Submitting Proposal:			For Clarification of this offer, contact:		
CEMEX		2	Name:		
Company Na	ame		(000) 405 ====		
<i>i</i>	. 1		Phone No.: (428) 425-5775		
	Hoopes	RD	Fax No.: (928) 425-5779		
Address		7 <u>1</u>	2		
Globe	AZ.	85501	Email:		
City	State	Zip			
			Signature of Aythorized Representative  Jenny Johnson  Printed Name		
			.013		
			Globe AREA MANAGER		
	(X		Title		

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

Offer Page continued	
The offer is hereby accepted.	
The Supplier CEMEX is now bound to provide the mater	ials or services listed in RFP
Number 110812-1, including all terms and conditions, specifications,	amendments, etc. and the
Supplier's Offer as accepted by County/public entity.	
The Supplier has been cautioned not to commence any billable work of	•
service under this contract until Supplier receives this signed sheet, or wri	itten notice to proceed.
ži.	
GILA COUNTY BOARD OF SUPERVISORS;	
Awarded this $\frac{77}{}$ day of ${}$ 2013	
Muchael a Partos	
Michael A. Pastor, Board of Supervisors	
ATTEST;	
Laurie Kline For	
Marian Sheppard, Chief Deputy Clerk	
APPROVED AS TO FORM;	

Bryan Chambers, Deputy Attorney Principal for Bradley D. Beauchamp, County Attorney



## GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

## Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

#### ARF-2871

#### Consent Agenda Item 3. D.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates 02-01-01-upon Grant?: No

Begin & End: 60 days written

notice

Matching No Fund?: Renewal

Requirement?:

#### Information

#### Request/Subject

Amendment to Copper Mountain Inn, Inc. Lease Agreement-Item "G".

#### **Background Information**

Effective February 1, 2001, Copper Mountain Inn, Inc. and Gila County entered into a Lease Agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona.

#### Evaluation

There have been multiple amendments made to the Lease Agreement:

- •Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building;
- •Item "B", Board approved May 31, 2001, added 2,513 square foot to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.;
- •Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCCS.;
- •Item "D", Board approved February 2, 2003, extended lease through July 31, 2003, with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate;
- •Item "E", Board approved December 6, 2011, reflects the correct amount charged per square foot and the square foot currently occupied by the County since the Gila County Public Fiduciary vacated the premises. The only County department currently leasing office space under this Lease Agreement is the Gila County Probation Department;
- •Item "F", Board approved February 5, 2013, increased the per square foot rate from \$1.32166612 to \$1.45383269;
- •Item "G" will serve to acknowledge the new owner of the property at 1100 Monroe Street in Globe, Arizona, as Globe Office Building Partners, LLC, effective November 1, 2014.

Because notice of the change in ownership was not issued by Copper Mountain Inn, Inc. until October 24, 2014, it is not possible to get the approval of the Board of Directors to the amendment acknowledging the new owner, until after the November 1, 2014, effective date of the change in ownership. Globe Office Building Partners, LLC and Copper Mountain Inn, Inc. have agreed that the lease payment due on November 15, 2014, by the County, will be made payable to Copper Mountain Inn, Inc., who will then pay the November payment to Globe Office Building Partners, LLC.

#### Conclusion

An amendment to the lease agreement executed on February 1, 2001, for the property at 1100 Monroe Street in Globe, Arizona, has been written to acknowledge the change in ownership of the property, effective November 1, 2014, as Globe Office Building Partners, LLC.

Effective December 1, 2014, all monthly lease payments shall be paid to Globe Office Building Partners, LLC. The monthly lease payment shall remain the same at \$13,394.16.

#### Recommendation

The Finance Division Director and the Public Works Division Director recommends that the Board of Supervisors approve the amendment to the lease agreement - Item "G", with Copper Mountain Inn, Inc.

#### Suggested Motion

Approval of Amendment, Item "G" to the Copper Mountain Inn, Inc. Lease Agreement whereby the County, effective November 1, 2014, recognizes the new owner of the property where Gila County leases office space, at 1100 Monroe Street, Globe, Arizona, as Globe Office Building Partners, LLC. The monthly lease payment remains the same at \$13,394.16 per month.

#### **Attachments**

Notice to Tenants Regarding Change In Owner

Amendment-Item G

Amendment-Item F

Amendment-Item E

Amendment-Item D

Amendment-Item C

Lease Agreement-Item B

Original Copper Mountain Lease-Item A

Legal Explanation



October 24, 2014

RE: Office Building - Notice to Tenants Regarding Change in Owner

Copper Mountain Inn, Inc. and Globe Office Building Partners, LLC write to inform you that they have entered into an agreement for the transfer of the ownership of the Office Building located at 1100 Monroe Street, Globe, Arizona from Copper Mountain Inn, Inc. to Globe Office Building Partners, LLC.

The anticipated closing date of the transaction is November 1, 2014. Please ensure that all rent payments made on or after November 1, 2014 are made as follows:

Globe Office Building Partners, LLC 1 Whitecliff Laguna Niguel, CA 92677 ATT: Robert Samuelian

In the near future, a representative from Globe Office Building Partners will contact you to enswer any questions that you may have regarding the transition. In the meantime, please feel free to contact Robert Samuelian (949) 290-7801 or Paula Mitchell (928) 425-5721. We are confident that this will be a smooth and seamless transition.

Sincerely,

Robert Samuelian

Globe Office Building Partners, LLC

Manager

yce Humiston

Copper Mountain Inn, Inc.

President

# AMENDMENT TO LEASE AGREEMENT Exhibit "B" PROFESSIONAL OFFICE SPACE AT COPPER MOUNTAIN INN, INC. 1100 Monroe Street Globe, Arizona

#### ITEM "G"

Effective February 01, 2001, Copper Mountain Inn, Inc. and Gila County entered into an agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona. The agreement is automatically renewed every year. However, either party may terminate this agreement at any time by giving sixty (60) days written notice to the other party to terminate.

There have been multiple amendments (items) made to the agreement as follows:

- Item "A", the original Lease Agreement was approved by the Board of Supervisors on February 27, 2001, under the Owner's previous name of Mountain Professional Office Building.
- Item "B", was approved by the Board of Supervisors on May 31, 2001, and added 2,513 square feet to the existing lease space and also served to change the Owner name from Mountain Professional Office Building to Copper Mountain Inn, Inc.
- Item "C", was approved by the Board of Supervisors on September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCCS.
- Item "D", was approved by the Board of Supervisors on February 11, 2003, and served to extend the lease agreement through July 31, 2003 with automatic renewals every year thereafter subject to the right of either party to give sixty (60) days written notice to the other party to terminate the agreement at any time.
- Item "E", was approved by the Board of Supervisors on December 06, 2011, and served to reflected the correct amount charged per square foot and the square feet currently occupied by the County. The amount of space being leased is 9,213 square feet at a rate of \$1.32166612 per square foot for a monthly total of \$12,176.51.

- Item "F", was approved by the Board of Supervisors on February 5, 2013, and served to increase the square footage rate by ten (10) percent, for a new total square footage price of \$1.45383269 for 9.213 square feet.
- Item "G", will serve to acknowledge the new owner of the property at 1100 Monroe Street in Globe, Arizona, as Globe Office Building Partners, LLC, effective November 1, 2014.

All other terms and conditions of the lease agreement dated May 31, 2001, shall remain in full force and affect.

	parts of this amendment, each which shall include d an original thereof, have been duly executed by day of
GILA COUNT	Y
GLOBE OFFICE BUILDING PARTNERS, LLC	GILA COUNTY BOARD OF SUPERVISORS
Authorized Representative  ROBERT SAMUERAW  Print Name	Michael A. Pastor, Chairman, Board of Supervisors
	ATTEST
Position	Marian Sheppard, Clerk of the Board
	APPROVED AS TO FORM:
Authorized Representative  ROBORT SAMUERAW  Print Name	Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief <i>for</i> Bradley D. Beauchamp, County Attorney

#### **LEASE AGREEMENT**

#### **PROFESSIONAL OFFICE SPACE**

AT

#### COPPER MOUNTAIN INN, INC.

#### **AMENDMENT "F"**

Effective February 01, 2001, Copper Mountain Inn, Inc. and Gila County entered into an agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona. The agreement is automatically renewed every year unless sixty (60) days written notice is received by either part to terminate.

There have been multiple amendments (items) made to the agreement as follows:

- Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building.
- Item "B", Board approved May 31, 2001, added 2,513 square feet to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.
- Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCS.
- Item "D", Board approved February 02, 2003, extended lease through July 31, 2003 with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate.
- Item "E", Board approved December 06, 2011, reflected the correct amount charged per square foot and the square feet currently occupied by the County. The amount of space being leased is 9,213 square feet at a rate of \$1.32166612 per square foot for a monthly total of \$12,176.51.

Item "F" shall reflect a ten (10) percent increase in rent from Copper Mountain, Inn. The new per square foot price is \$1.45383269 for 9,213 square feet for a monthly total of \$13,394.16. Copper Mountain Inn has experienced price increases from the utility vendors over the past years and feels the need to pass the extra expense onto the County. This is the first time Copper Mountain Inn has requested a rent increase.

#### **LEASE AGREEMENT**

## PROFESSIONAL OFFICE SPACE AT COPPER MOUNTAIN INN, INC.

#### **AMENDMENT "E"**

Effective February 1, 2001, Copper Mountain Inn, Inc. and Gila County entered into an agreement whereby Gila County leases office space located at 1100 Monroe Street, Globe, Arizona. The agreement is automatically renewed every year unless sixty (60) days written notice is received by either party to terminate.

There have been multiple amendments (items) made to the agreement as follows:

- Item "A", Board approved February 27, 2001, original agreement under Owner's previous name of Mountain Professional Office Building.
- Item "B", Board approved May 31, 2001, added 2,513 square foot to existing lease amount and Owner name changed to Copper Mountain Inn, Inc.
- Item "C", Board approved September 25, 2001, changed the rate per square foot charged for the office area occupied by AHCCCS.
- Item "D", Board approved February 2, 2003, extended lease through July 31, 2003 with automatic renewals every year thereafter unless either party gives a sixty (60) day notice to the other to terminate.

Item "E" to the lease agreement shall reflect the correct amount charged per square foot and the square foot currently occupied by the County since Gila County Public Fiduciary vacated the premises. The only county department currently leasing office space under this agreement is the Gila County Probation Department. The amount of space being leased is 9,213 square feet. The lease rate shall be \$1.32166612 per square foot and shall remain so for the term of this agreement unless written notice is received by the County from the Owner of an increase or decrease in amount and amendment to the lease is completed reflecting such change. The monthly total lease shall be \$12,176.51.

This lease agreement is subject to cancellation provisions pursuant to A.R.S. §38-511.

IN WITNESS THEREOF, both parties hereby executive, 2011.	ecute this Agreement this day of
COPPER MOUNTAIN INN, INC.	GILA COUNTY
	GILA COUNTY BOARD OF SUPERVISORS
Paula Mitchell Authorized Representative  Date: 10-12-11	Tommie C. Martin, Chairman, Board of Supervisors  Date: 12611
Paula Mitchell Print Name  Administrator Position	ATTEST  Milyn Skewer, Deputy Clerk  Marian Sheppard, Chief Deputy Clerk of the Board
	APPROVED AS TO FORM:  Bryan B Chambers, Chief Deputy County Attorney  for Daisy Flores, County Attorney



#### AMENDMENT TO LEASE AGREEMENT

This Agreement is entered into by and between Copper Mountain Inn, Inc., hereinafter referred to as the OWNER and Gila County, through the administrative authority of the Gila County Board of Supervisors, hereinafter referred to as Gila County.

THIS IS an Extension to the LEASE AGREEMENTS between Copper Mountain Inn and Gila County for the lease of office space at 1100 Monroe Street, Globe, Arizona. See attachments "A", "B", and "C".

The initial term of this Extension Agreement shall be for a period of six (6) months, commencing on the 1<sup>st</sup> day of February, 2003 and ending on the 31<sup>st</sup> day of July, 2003. **Gila County** or **Owner** may terminate this Agreement at any time by either party giving sixty (60) days notice. This Extension Agreement is automatically renewed at the end of the initial term and at the end of each renewal term thereafter with the same termination provision in effect. All other terms and rates shall stay in effect in accordance to the attached Lease Agreements. See attachments "A", "B" and "C".

Copper Mountain Inn

Paul Friedlan, President VICE Copper Mountain Inn

2 opper Mountain III

Attest:

John F. Nelson

County Manager/Clerk

Gila County

Ron Christensen, Chairman

Gila County Board of Supervisors

Date: February 11, 2003

Approved as for form

Mark Gunning

Deputy Gila County Attorney

on neus

1881

"C"

#### AMENDMENT TO LEASE AGREEMENT Exhibit "A" PROFESSIONAL OFFICE SPACE

AT

MOUNTAIN PROFESSIONAL OFFICE BUILDING 1100 Monroe Street Globe, Arizona

THIS IS an Amendment to the LEASE AGREEMENT between Mountain Professional Office Building and Gila County signed by the Board of Supervisors on February 27, 2001.

The rate per square foot that was designated for the entire rental property will be changed. The 3,103 square feet of office space that was occupied by the AHCCCS department as shown in the map in orange on Exhibit B will be under a new negotiated price of \$3500.00 per month under the Health and Human Services Department. The remainder of the square footage will remain at the current rate of \$15.86 under the Lease Agreement. The initial term of this Amendment shall commence on the 1<sup>st</sup> day of October 2001 and end June 30, 2002. This Amendment will be automatically renewed at the end of the initial term unless written notice is provided by Gila County or Mountain Professional Office Building at least sixty (60) days prior to the expiration dates noted in the LEASE AGREEMENT.

Mountain Professional Office Building	Gila County
Paul Friedlan, President Mountain Professional Office Building	Cruz Salas, Chairman Gila County Board of Supervisors
Date: 9/19/0/	Date:9-25-01
Attest:	Approved as to Form:
& l. Sal	Jakle O
Steven L. Besich	James Hazel Jr.
County Administrator (	Gila County Attorney

#### LEASE AGREEMENT

This Agreement is entered into by and between **Copper Mountain Inn, Inc.**, hereinafter referred to as the **Owner** and **Gila County**, through the administrative authority of the Gila County Board of Supervisors, hereinafter referred to as **Gila County**.

- 1. LOCATION AND DESCRIPTION OF LEASED AREA: This Agreement is to lease 2,513 net square feet of office space, not including hallways or common areas, by the Gila County Community Services Division/REPAC Department. The office space to be leased is located in the front portion of the Copper Mountain Inn office building facing 1100 Monroe Street, Globe, Arizona. Attached to this Agreement as Exhibit A is a copy of the floor plan with the office space to be leased highlighted.
- 2. <u>TERM AND RATES:</u> The initial term of this Agreement shall be for a period of one year, commencing on the 1<sup>st</sup> day of July, 2001, and ending June 30, 2002. **Gila County** may terminate this Agreement at any time by giving **Owner** sixty (60) days notice. This Agreement is automatically renewed at the end of the initial term and at the end of each renewal term thereafter with the same termination provision in effect. The initial monthly rent to be paid by **Gila County** shall be the sum of \$2,921.00 payable by the tenth of the current month.
- 3. **OWNER RESPONSIBILITIES:** Owner agrees to provide heating and air conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays of each week except holidays. Owner agrees to provide electricity and installed lighting to include replacement of light bulbs. Owner agrees to provide water for restrooms and drinking fountains. Owner agrees to provide and maintain automatic elevator services. **Owner** agrees to provide housekeeping services. Owner agrees to maintain all ingress and egress ways in a clean, safe and orderly fashion.

- 4. GILA COUNTY RESPONSIBILITIES: Gila County agrees to carry insurance on personal property. Gila County shall provide for telephone service and equipment at its own expense. Gila County shall provide furnishings and supplies necessary for operation in the area it occupies.
- 5. <u>LANDLORD TENANT RELATIONSHIP:</u> The landlord-tenant relationship shall be governed by A.R.S. Section 33-301 to 33-381.
- 6. **FISCAL LIMITATIONS:** It is understood and agreed that **Gila County's** obligation pursuant to this Agreement is contingent upon adequate financial appropriation during the rental period. In the event such appropriation is inadequate, **Gila County** may discontinue occupying the office space as described herein with sixty (60) days notice.
- 7. **LIABILITY:** The parties hereto shall each be liable for damages to or theft of property or injuries or death to persons or any other loss or liability resulting from the negligence or intentional act or acts of their own employees or agents in operating, maintaining or occupying the facility noted herein.
- 8. MODIFICATIONS AND IMPROVEMENTS: All structural improvements or modifications desired and made to the premises by Gila County shall be subject to prior written approval by Owner through Owner's contact referenced herein.
- 9. **NOTICES:** All notices or demands upon either party by the other pursuant to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Copper Mountain Inn, Inc. Attn: Paul R. Friedlan 1100 Monroe Street Globe, AZ 85501

Gila County Facilities and Land Management 4053 E. Highway 60-70 Miami, AZ 85539 In witness whereof, both parties hereby execute this Agreement.

COPPER MOUNTAIN INN, INC.	GILA COUNTY
Paul Friedlan Administrator	By: Chairman Cruz Salas Gila County Board of Supervisor
Date:	Date:5-31-01
	APPROVED AS TO FORM:
	By: Gila County Attorney
	Date: Statos

LEASE AGREEMENT

#### PROFESSIONAL OFFICE SPACE AT MOUNTAIN PROFESSIONAL OFFICE BUILDING

1100 Monroe Street Globe, Arizona

THIS AGREEMENT is entered into by and between Mountain Professional Office Building hereinafter referred to as OFFICE BUILDING and GILA COUNTY through the administrative authority of the BOARD OF SUPERVISORS, hereinafter referred to as GILA COUNTY.

- 1. LEASED AREA DESCRIPTION: 18,392 net square feet of office space located at the OFFICE BUILDING located at 1100 Monroe Street not including hallways or common areas.
- 2. TERMS AND RATES: The term of this agreement shall be for one (1) year, with two (2) one-year options. The two (2) options will be automatically executed unless written notice is provided by GILA COUNTY or OFFICE BUILDING at least sixty (60) days prior to expiration date noted in this lease agreement.

The following rates shall apply for the designated terms:

February 1, 2001 – July 31, 2001 \$15.25 per Sq. Ft. August 1, 2001 – January 31, 2002 \$15.86 per Sq. Ft. February 1, 2002 – January 31, 2003 \$15.86 per Sq. Ft.

#### 3. OFFICE BUILDING RESPONSIBILITIES:

- a. OFFICE BUILDING agrees to provide heating & air conditioning between the hours of 8:00AM and 6:00PM Monday through Friday, and 9:00AM to 1:00PM on Saturdays of each week except holidays.
- b. OFFICE BUILDING agrees to provide electricity and installed lighting to include replacement of lighting bulbs.
- c. OFFICE BUILDING agrees to provide water for restrooms and drinking fountains.
- d. OFFICE BUILDING agrees to provide and maintain automatic elevator services.
- e. OFFICE BUILDING agrees to maintain all ingress and egress ways in a clean, safe and orderly fashion.
- f. OFFICE BUILDING agrees to provide housekeeping services.

#### 4. GILA COUNTY RESPONSIBILITIES:

- a. GILA COUNTY agrees to carry insurance on all personal property.
- b. GILA COUNTY agrees to carry general liability insurance of at least one million dollars (\$1,000,000) on the leased property referred to in this agreement.
- c. GILA COUNTY shall provide furnishings and supplies necessary for the operation in areas it occupies.

- 5. LANDLORD TENANT RELATIONSHIP: The landlord-tenant relationship shall be governed by Arizona Revised Statutes 33-301 to 33-380.
- 6. FISCAL LIMITATIONS: It is expressly understood and agreed that GILA COUNTY'S obligation pursuant to this agreement is contingent upon adequate financial appropriation during succeeding years. In the event that such appropriation is inadequate, GILA COUNTY may discontinue occupying any or all office space described herein, with sixty (60) days written notice.
- 7. INDEMNIFICATION: The parties hereto shall each be liable for damages to or theft of property, or injuries, or death to persons or any other loss or liability resulting from the neglect or intentional act or acts of their own employees or agents in operating, maintaining, or occupying the facility noted herein.
- 8. MODIFICATIONS & IMPROVEMENTS: All structural improvements or modifications desired and made to the premises by GILA COUNTY shall be subject to prior written approval by the LESSOR, through the LESSOR'S contract referenced herein.
- 9. NOTICES: All notice or demands upon either party by the other pursuant to this agreement, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

COPPER MOUNTAIN INN, INC. dba Mountain Professional Office Building 1100 Monroe Street Globe, AZ 85501

GILA COUNTY
Facilities and Land Management
4053 East Highway 60-70
Miami, AZ 85539

10. SIGNATURES: IN WITNESS THEREOF, both parties hereby execute this agreement.

Mountain Professional Office Building

Gila County

Paul Friedlan, President

Mountain Professional Office Building

For Edward B. Guerrero, Chairman

Gla County Board of Supervisors

Date: \_\_\_\_\_\_ **2**|**S**|**O**|

Date: 02-27-01

Attest:

Steven L. Besich

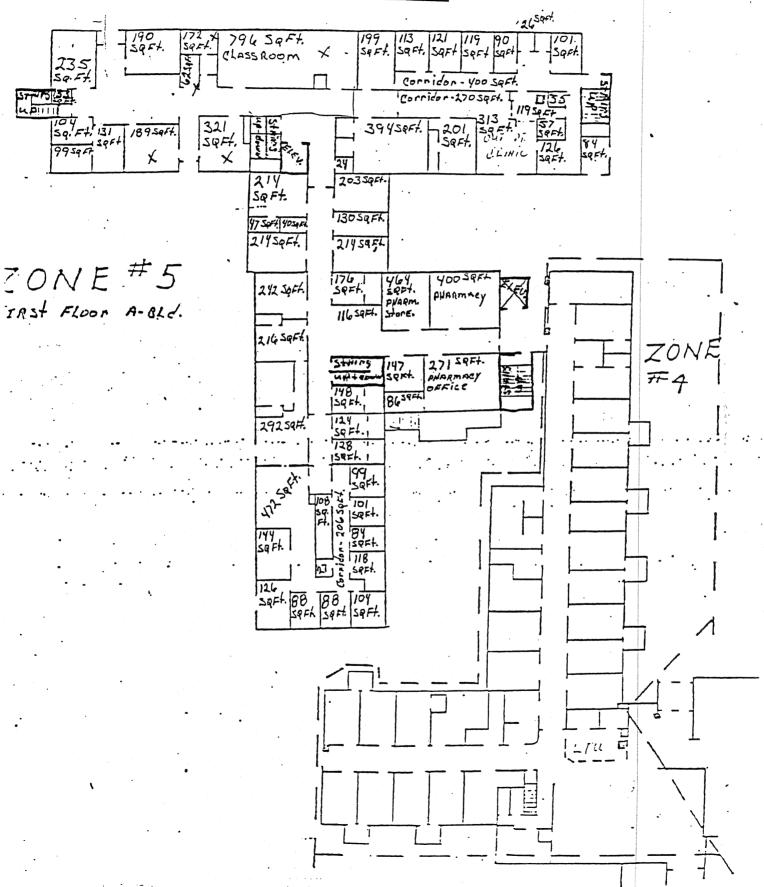
County Administrator/Clerk of the Board

Approved as to Form

Mark Gunning

Chief Civil Deputy County Attorney

#### **EXHIBIT A**





#### GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

## Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

#### ARF-2872

#### Consent Agenda Item 3. E.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

<u>Department:</u> Finance Division

Fiscal Year: 2013-2014 and Budgeted?: Yes

2014-2015

Contract Dates April 15, 2014 Grant?: No

Begin & End: through June 30,

2015

Matching No <u>Fund?:</u> Renewal

Requirement?:

#### Information

#### Request/Subject

Approve expenditure of funds for ADOT IGA/JPA No. 14-0004031-I Project Oak Creek Bridge-Ewing Trail across Oak Creek.

#### **Background Information**

On April 15, 2014, during a regular meeting of the Board of Supervisors, the Board adopted Resolution No. 14-04-06 to execute Intergovernmental Agreement /Joint Project Agreement No. 14-0004031-I (IGA/JPA No. 14-0004031-I), with the Arizona Department of Transportation (ADOT), for the construction of a bridge on Ewing Trail over Oak Creek in Tonto Basin.

The IGA/JPA required Gila County to provide \$649,021 towards a total estimated cost of \$2,000,000. Page 2 of the IGA/JPA No. 14-0004031-I states that if project costs exceed the initial estimate, the County is responsible for and agrees to pay actual costs exceeding the initial estimate.

#### Evaluation

The initial estimate, developed by the County's consultant, used 9% of the estimate for Construction Engineering (CE) and five percent (5%) for Construction Contingency (CC). ADOT recently came out with updated Local Public Agency (LPA) rates for CE costs which are now fifteen percent (15%) of the project's cost.

In August 2014, ADOT opened bids on the project. The low bid for the project was \$1,866,300.90 for the total project. Using the new LPA rates from ADOT, and adding 15% on the low bid amount of \$1,866,300.90 for the CE cost, and 5% for the CC costs, the final project amount is \$2,239,561.08, which resulted in an excess amount of \$239,562, from the \$649,021 approved by the Board on April 15, 2014.

After bids were opened, and prior to ADOT awarding the contract to the low bidder, ADOT contacted Gila County requesting concurrence with the final costs. Gila County agreed with the final costs based on the current ADOT CE and CC costs.

#### Conclusion

In September 2014, the ADOT Transportation Board awarded the contract to the low bidder in the amount of \$1,866,300.90. On October 20, 2014, ADOT invoiced the County for the additional \$239,562 needed for the project. Gila County Public Works has 1/2 cent transportation excise funds available for this expense.

#### Recommendation

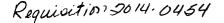
The Public Works Division Deputy Director recommends that the Gila County Board of Supervisors approve the expenditure of funds for ADOT Invoice No. 21550, in the amount of \$239,562 for the additional costs to the Oak Creek Bridge project.

#### Suggested Motion

Approval for the expenditure of funds for ADOT IGA/JPA No. 14-0004031-I, Project Oak Creek Bridge-Ewing Trail across Oak Creek, in the amount of \$239,562 to cover the difference between the estimated costs prior to bid time, and the actual low bid awarded, as well as the increase in the rates used by ADOT for construction engineering and construction contingency.

**Attachments** 

<u>IGA-JPA No. 14-0004031-I</u> <u>ADOT Invoice No. 21550</u>





**Intermodal Transportation** 

Janice K. Brewer, Governor
John S. Halikowski, Director
Jennifer Toth, State Engineer
Robert Samour, Senior Deputy State Engineer, Operations
Dallas Hammit, Senior Deputy State Engineer, Development

205 S. 17<sup>th</sup> Avenue Phoenix, AZ 85007

May 2, 2014

Gila County Attn: Steve Sanders 745 N. Rose Mofford Way Globe, Arizona 85501

RE: ADOT File No.: IGA/JPA 14-0004031-I AG Contract No.: P0012014001209 Project: Oak Creek Bridge-Ewing Trail

Across Oak Creek Section: Tonto Basin

Federal-aid No.: GGI-0(212)T ADOT Project No.: SZ11601C TIP/STIP No.: GIL 13-01C

CFDA No.: 20.205 - Highway Planning

and Construction

**Budget Source Item No.: N/A** 

Dear Mr. Sanders:

Enclosed please find (one) 1 fully Executed Original Agreement for the JPA listed above, between Arizona Department of Transportation and **Gila County** above mentioned Project.

Should you have any questions, please do not hesitate to contact me at (602) 712-7785.

Sincerely,

Cindy Childers

Cindy Childers
Joint Project Administration
Procurement Specialist

**Enclosures** 

ADOT File No.: IGA/JPA 14-0004031-I AG Contract No.: P0012014001209 Project: Oak Creek Bridge-Ewing Trail

Across Oak Creek Section: Tonto Basin

Federal-aid No.: GGI-0(212)T ADOT Project No.: SZ11601C TIP/STIP No.: GIL 13-01C

CFDA No.: 20.205 - Highway Planning

and Construction

Budget Source Item No.: N/A

#### **INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

#### I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
- 3. The work proposed under this Agreement consists of constructing a new 147'10" long 2-span AASHTO type III girder bridge over Oak Creek, replacing a pipe culvert crossing that was washed out there several years ago. The work also includes reconstructing Ewing Trail/ FR 423 approaching the new bridge, installing guardrail, riprap gabions, and other related work, hereinafter referred to as the "Project". The County has completed and will provide the design; the State will review the design, advertise, bid, award and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
- 4. The County, in order to obtain federal funds for the construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).
- 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County.
- 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

Page 2 IGA/JPA14-0004031-I

7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

#### SZ116 01C (construction)

Federal-aid funds @ (appropriate percentage) County's match @ 5.7% County's share @100%  Total Estimated County Funds Total Federal Funds	\$ 1,350,979.00 \$ 81,660.00 <u>\$ 567,361.00</u>
	\$ 649,021.00 \$ 1,350,979.00
TOTAL Project Construction Costs**	\$ 2,000,000.00

<sup>\*\* (</sup>Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the **County** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **County** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

#### II. SCOPE OF WORK

- 1. The State will:
- a. Upon execution of this Agreement, be the designated agent for the County, if the Project is approved by FHWA and funds for the Project are available.
- b. Upon completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, currently estimated at \$649,021.00. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual Project construction costs.
- c. Upon receipt of the County's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.
- d. Upon FHWA authorization and with the aid of the County, proceed to advertise for, receive and open bids, subject to the concurrence of the County to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

Page 3 IGA/JPA14-0004031-I

e. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.

- f. Notify the County that the Project has been completed and is considered acceptable, coordinating with the County as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.
- g. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

#### 2. The County will:

- a. Upon execution of this Agreement, designate the State as authorized agent for the County.
- b. Prepare and provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and incorporate comments from the State as appropriate.
- c. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.
- d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the County's Project construction costs, currently estimated at \$649,021.00. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.
- e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs. , Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.
- g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

- h. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.
- i. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
- j. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Project Management Section.
- k. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

#### III. MISCELLANEOUS PROVISIONS

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the County. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the County terminate this Agreement, the State shall in no way be obligated to maintain said Project.
- 2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees. or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
- 3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to pay the difference between actual costs of the Project and the federal funds received.
- 4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

- 5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
- 6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
- 7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of 9 months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17<sup>th</sup> Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

- 8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
  - 9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
- 11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
  - 14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.
- 15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax **Gila County**Attn: Steve Sanders
745 N. Rose Mofford Way
Globe, Arizona 85501
(928) 425-3231 Ext. 8502
(928) 425-8104 Fax

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**GILA COUNTY** 

STATE OF ARIZONA
Department of Transportation

MICHAEL A PASTOR

Chairman

DALLAS HAMMIT, P.E.

Senior Deputy State Engineer, Development

ATTEST:

MARIAN SHEPPARD

**County Clerk** 

#### IGA/JPA 14-0004031-I

#### ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.



#### **RESOLUTION NO. 14-04-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 14-0004031-I,) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A BRIDGE ON EWING TRAIL OVER OAK CREEK IN THE TONTO BASIN AREA OF GILA COUNTY

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County; and

WHEREAS, an Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA/JPA 14-0004031-I,) between Gila County and the State of Arizona, Department of Transportation, for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County.

PASSED AND ADOPTED this 15th day of April 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chámbers

Deputy Attorney Principal



THOMAS C. HORNE ATTORNEY GENERAL

#### OFFICE OF THE ATTORNEY GENERAL TRANSPORTATION SECTION

SUSAN E. DAVIS ASSISTANT ATTORNEY GENERAL DIRECT LINE: 602-542-8855 E-MAIL: SUSAN.DAVIS@AZAG.GOV

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P0012014001209 (IGA/JPA 14-0004031-I), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:

April 28, 2014

THOMAS C. HORNE Attorney General

SUSAN E. DAVIS

Assistant Attorney General Transportation Section

SED:ln:#3796792 Attachment

## ARIZONA DEPARTMENT OF TRANSPORTATION ACCOUNTS RECEIVABLE - 204B 206 SOUTH 17TH AVENUE PHOENIX, ARIZONA 85007

(602) 712-6638 October 16, 2014

**INVOICE# 21550** 

GILA COUNTY PUBLIC WORKS DEPARTMENT

ATTN: STEVE SANDERS DEPUTY DIRECTOR 1400 EAST ASH STREET GLOBE, AZ 85501

27	Mins War	A 14	BERRY	<b>FI</b> ~	In T	
	-			* ** 1	177.1	
	ES	C117			10.04	

**AMOUNT** 

RE:

ECS FILE NO.: JPA 14 - 4031 TRACS NO.: SZ11601C

PROJECT: OAK CREEK BRIDGE-EWING TRAIL ACROSS OAK CREEK

**SECTION: TONTO BASIN** 

Agreement Estimate Recapitulation 08/19/2014

The estimated Project costs are as follows:

#### SZ11601C (construction)

TOTAL Project Construction Costs**	\$	2,239,561.00
Federal-aid funds @ (appropriate percentage)	\$	(1,350,979.00)
County's match @ 5.7% County's share @ 100%	\$ \$	81,661.00 806,922.00
Total Estimated County Funds Previous Paid	\$ \$	888,583.00 (649,021.00)

<sup>\*\* (</sup>Includes 15% CE and 5% Project contingencies)

Additional Amount Owed (Agreement Estimate)

SEE ATTACHED AGREEMENT ESTIMATE RECAP

AMOUNT DUE: \$ 239,562.00

OCT 2 0 2014

239,562.00

### **AGREEMENT ESTIMATE RECAPITULATION**

OAK CREEK BRIDGE							ENGINEER:	MP MP
DESCRIPTION	•.	FHWA CODE	CONTRACTOR'S BID	FEDERAL PARTICIPATION	FEDERAL FUNDS	LOCAL FUNDS	LOCAL GOVT.  NON- PARTICIPATION FUNDS 100.00%	LENGTH IN MILES
OAK CREEK BRIDGE STRUCTURE NO. 11174	15.04	8	1,866,301					0.30
SUBTOTAL		<del> </del>	1,866,301	1,193,866	1,125,816	68,050	672,435	0.30
CONSTRUCTION ENGINEERING CONSULTANT SERVICES CONSTRUCTION CONTINGENCY	14% 1% 5%	17 17 8	261,282 18,663 93,315			681	6,724	
OTHER								
PROJECT TOTAL:			2,239,561	1,432,639	1,350,979	81,661	806,922	0.300

#### **ARF-2857**

#### Consent Agenda Item 3. F.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014 Submitted For: Adam Shepherd

Submitted By: Sarah White, Chief Administrative Officer, Sheriff's Office

<u>Department:</u> Sheriff's Office

<u>Fiscal Year:</u> FY2015 <u>Budgeted?:</u> No <u>Contract Dates</u> November 1, <u>Grant?:</u> Yes

Begin & End: 2014 through

June 30, 2015

Matching No Fund?: New

Requirement?:

#### <u>Information</u>

#### Request/Subject

Gila County Sheriff's Office 12D Funding from the Apache Gold Casino and San Carlos Apache Tribe.

#### **Background Information**

On October 7, 2014, the Board of Supervisors authorized the Gila County Sheriff's Office to submit an application to apply for \$20,000 of 12D funds through the Apache Gold Casino Resort and the San Carlos Apache Tribe for the purchase of undercover surveillance equipment and tactical firearms equipment for use by the Sheriff's Office and the Drug, Gang, and Violent Crime Task Force. On October 24, 2014, the Sheriff's Office received partial funding in the amount of \$10,213.93 from the San Carlos Apache Tribe.

#### Evaluation

The San Carlos Apache Tribe has approved 12D funding and has awarded the Gila County Sheriff's Office funding in the amount of \$10,213.93 to be used by the Sheriff's Office and the Drug, Gang, and Violent Crimes Task Force to purchase of undercover surveillance equipment and tactical firearms equipment.

#### Conclusion

Commander Baxley of the Gila County Sheriff's Office was verbally notified that the Sheriff's Office was awarded 12D funding from the San Carlos Apache Tribe in the amount of \$10, 213.93 to be used for undercover surveillance equipment and tactical firearms equipment. Attached to this agenda item is a copy of the check that was given to the County.

#### Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors accept the 12D funding from the San Carlos Apache Tribe in the amount of \$10,213.93.

#### Suggested Motion

Approval to accept a grant award from the San Carlos Apache Tribe in order to receive 12D funds in the amount of \$10,213.93 that will be utilized by the Sheriff's Office and the Drug, Gang, and Violent Crimes Task Force to purchase undercover surveillance equipment and tactical firearms equipment to be spent by June 30, 2015.

#### **Attachments**

12D Fund Check to S.O.

SAN CARLOS APACHE TRIBE • SAN CARLOS, AZ 85550 - OPERATING ACCOUNT
'Payee GILA COUNTY

No.453518

453518 10/24/2014

Invoice Description Amount

12D.FUND FINANCE - PYMT 12D FUNDS GILA COUNTY SHERIFFS RADIO COMM \$10,213.93

Total:

\$0.00

\$10,213.93

THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICRO PRINTED SIGNATURE LINES.

SAN CARLOS APACHE TRIBE OPERATING ACCOUNT P.O. BOX O SAN CARLOS, ARIZONA 85550 BANK OF THE WEST 101 S. BROAD STREET GLOBE, ARIZONA 85501

91-564/1221

CHECK NO. No. 453518

453518

\*\*\*\*Ten Thousand Two Hundred Thirteen and 93/100 Dollars

DATE

AMOUNT

10/24/2014

\$10,213.93

- 10121120

**VOID AFTER 90 DAYS** 

ORDER OF GLOBE, AZ 85501

PAY

AUTHORIZED SIGNATURE(S)

#453518# #122105647# 618008841#

ARF-2855 Consent Agenda Item 3. G.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014
Submitted For: Malissa Buzan

<u>Submitted By:</u> Leitha Griffin, Administrative Assistant, Community Services Division

<u>Department:</u> Community Services Division <u>Division:</u> Administration

<u>Fiscal Year:</u> July 1, 2014 through June 30, 2015 <u>Budgeted?:</u> Yes <u>Contract Dates</u> July 6, 2010 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

### Information

#### Request/Subject

Amendment No. 12 to an Intergovernmental Agreement (Contract No. DE111073001) with Arizona Department of Economic Security.

#### **Background Information**

Contract No. DE111073001 was approved by the Board of Supervisors on July 6, 2010.

Amendment No. 1 was approved by the Board of Supervisors on May 3, 2011.

Amendment No. 2 was approved by the Board of Supervisors on June 7, 2011.

Amendment No. 3 was approved by the Board of Supervisors on November 15, 2011.

Amendment No. 4 was approved by the Board of Supervisors on June 26, 2012.

Amendment No. 5 was approved by the Board of Supervisors on August 7, 2012.

Amendment No. 6 was approved by the Board of Supervisors on November 13, 2012.

Amendment No. 7 was approved by the Board of Supervisors on January 22, 2013.

Amendment No. 8 was approved by the Board of Supervisors on June 25, 2013.

Amendment No. 9 was approved by the Board of Supervisors on October 22, 2013.

Amendment No. 10 was approved by the Board of Supervisors on June 24, 2014.

Amendment No. 11 was approved by the Board of Supervisors on August 8, 2014.

#### **Evaluation**

The purpose of Amendment No. 12 is to:

Increase the reimbursement ceiling for the service Case Management from \$319,381 to \$344,053, which is an increase of \$24,672; and to increase the reimbursement ceiling for the service Community Services from \$150,000 to \$162,338. This is an increase of \$12,338, which includes \$12,338 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

### Conclusion

By approving Amendment No 12, the reimbursement ceiling for Case Management by Community Services will increase by \$24,672 and the reimbursement ceiling for Community Services will increase by \$12,338 to Contract No. DE111073001 with Arizona Department of Economic Security.

#### Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

#### Suggested Motion

Approval of Amendment No. 12 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Services, to provide funding in the amount of \$344,053 for the service of Case Management and \$162,338 for the service of Community Services, to be used to provide assistance to eligible citizens residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.

#### <u>Attachments</u>

Amendment No. 8

Amendment No. 7

Amendment No. 6

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Contract No. DE111073001

Legal Explanation

1. CONTRACTOR (Name and address)		2. CONTRACT ID NUMBER
Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501		DE111073001
		3. AMENDMENT NUMBER  Twelve (12)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT		}
Pursuant to the Terms and Conditions, Amendments or Mo	difications section, the purpor	se of this amendment is to:
Funding for the contract period July 1, 2014 through June	30, 2015:	
The reimbursement ceiling for the service Case Manage increase of \$24,672.	ement is increased from \$31	9,381 to \$344,053. This is an
The reimbursement ceiling for the service Community Seincrease of \$12,338, which includes \$12,338 "Carry Forw cumulative reimbursement ceiling.		
The cumulative reimbursement ceiling for the contract period	od July 1, 2010 through June	30, 2015 is \$2,813,746.13.
Therefore, the Itemized Service Budget for the services of (Attachment B) are revised and attached.	Case Management (Attachmo	ent A) and Community Services
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND	ECT. THE AMENDMENT SHALL B . BY SIGNING THIS FORM ON BEI THE CONTRACTOR TO THIS CON	ECOME EFFECTIVE ON THE DATE HALF OF THE CONTRACTOR, THE
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR  Gila County Community \$	Services Division
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIV	IDUAL
TYPED NAME	TYPED NAME Michael A. Pastor	
TITLE Procurement Manager	Chairman, Gila County Bo	oard of Supervisors
DATE	DATE	
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEE CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWE	N REVIEWED BY THE UNDERSIGNED WAS AND AUTHORITY GRANTED TO EACH	WHO HAVE DETERMINED THAT THIS CH RESPECTIVE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE		
BY:	BY:	
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNS	BEL
DATE:	DATE:	
DATE.	DATE.	

Revised: 8/22/13

# <u>CONTRACT SERVICE:</u> Case Management (CMG-CAP) <u>Contract Period: 07/01/2014 - 06/30/2015</u>

Attachment A

1.	PERSONNEL

	10								
			Т	otal Salary		_			
				for the			OTAL		
Number of				Contract			RVICE	_	
Positions	10.000			Period			COST		S COST
1	1.00	Divisional Fiscal Manag		43,160		\$	21,580	\$	18,352
1	1.00	Senior Accounting Clerk		34,549		\$	17,275	\$	17,275
1	1.00	Case Manager	0.70	30,534		\$	15,267	\$	15,267
1	1.00	Case Manager		29,786		\$	14,893	\$	14,893
1	1.00	Clerk	\$2	22,152		\$	11,076	\$	11,076
TOTAL P	ERSONNEL					\$	80,091	\$	76,863
2.	<b>EMPLOYE</b>	E RELATED EXPENSES	3						
			_						
	ITEM		BASIS			TOT	AL COST	DE	S COST
Health Ins	surance	\$	638.25 per r	no x 12 m	o X 6 @ 50%	\$	19,402	\$	19,402
		^*	)•			****			
FICA			0.0765	X	\$80,091	\$	6,127	\$	3,063
					****	•	31	200	-,
Workman	's Comp		0.003	X	\$80,091	\$	240	\$	120
vvorkmar	ro comp		0.000	^	φου,σοι	Ψ	210	Ψ	120
Retireme	nt		0.1475	X	\$80,091	\$	11,813	\$	5,907
		RELATED EXPENSES	0.1475	^	φου,υσ1	\$	37,582	\$	28,492
TOTALL	WII LOTEL	KEEATED EXI ENGES				Ψ	31,302	Ψ	20,432
3.	DDOEESSI	ONAL AND OUTSIDE S	EDVICES						
3.	FROILSSI	ONAL AND COTSIDE 3	LIVICES						
	ITEM		BASIS			тот	AL COST	DE	e coet
NI/A	IIEW		DASIS			001100000000000000000000000000000000000	AL COST		3 6031
N/A						\$	-	\$	-
TOTAL D	DOFFCOIO	NAL AND CUTCIDE CE	21/1050					•	
TOTAL	KUFESSIOI	NAL AND OUTSIDE SEF	RVICES			\$	•	\$	•
4.	TRAVEL								
	ANTIMASCHIKOTOGO								
	ITEM		BASIS				AL COST		S COST
Gas/Vehi	cles/Maint	\$	500 per mor	nth x 12 m	onths	\$	6,000	\$	4,500
Per Diem		\$	25 per day f	or 20 days	s for 5 FTE's / Board M	ler \$	2,500	\$	1,625
TOTAL T	RAVEL					\$	8,500	\$	6,125
	ITEM		BASIS			TOT	AL COST	DE	S COST
Rent - Glo	be Office	F	Rent \$1,673 r	monthly X	12 months	\$	20,076	\$	10,038
					ning, water, etc.)	Ψ	20,010	4	.0,000
Sparkletts				, , 0,00					manaman.
	s/Other Spac	ce Expense \$	100 x 12 mo	onths		\$	1 200	\$	600
TOTAL S	s/Other Space	ce Expense \$	3100 x 12 mo	onths		\$	1,200 <b>21,276</b>	\$	10.638

# 6. <u>EQUIPMENT</u>

ITEM	BASIS	тот	TAL COST	DE	s cost
N/A		\$	_	\$	_
TOTAL EQUIPMENT		\$	-	\$	-
7. <u>MATERIALS &amp; SUPPLIES</u>					
ITEM	BASIS	тот	TAL COST	DE	s cost
General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$	12,000	\$	4,505
Destana	\$250 - an analth is 42 months	œ.	2.000	¢.	1 500
Postage TOTAL MATERIALS AND SUPPLIES	\$250 per month x 12 months	\$	3,000 <b>15,000</b>	\$	1,500 <b>6,005</b>
TOTAL MATERIALS AND SUPPLIES		Þ	15,000	Þ	0,005
8. <u>OPERATING SERVICES</u>					
ITEM	BASIS	TO	TAL COST	DE	s cost
Staff Training & Registration	\$1000 for training sessions for 4 FTE's	\$	4,000	\$	4,000
	(inlcudes hotel, registration)	-		_	
Adivisory Board Quarterly Meetings	Registrations and meals	\$	1,500	\$	1,500
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months	•	0.4.000	•	0.005
Maintenance, Leases Agreements & Member	erships/Dues	\$	24,000	\$	6,285
TOTAL OPERATING EXPENSES		\$	29,500	\$	11,785
9. INDIRECT COSTS					
ITEM	BASIS	TO	TAL COST	DE	s cost
N/A	BASIS	\$		\$	-
TOTAL INDIRECT COSTS		\$	-	\$	
10. SUBTOTAL ADMIN COSTS		\$	191,949	\$	139,908

## 11. <u>VOUCHERS</u>

ITEM	BASIS	TO	TAL COST	D	ES COST
LIHEAP		\$	149,111	\$	149,111
LIHCON		\$	-	\$	-0:
LLVG		\$	-	\$	
NHN		\$	362	\$	362
TANF		\$	30,000	\$	30,000
TOTAL VOUCHERS		\$	179,473	\$	179,473

12.	TOTAL SERVICE COST/DES TOTAL COST: \$ 371,422 \$	210 281
12.	TOTAL SERVICE COSTIDES TOTAL COST. \$ 371,422 \$	319,301

# **REVENUE SOURCES:**

DES Case Mgt. \$ 319,381 \$ 319,381 Gila County \$ 52,041 TOTAL REVENUE: \$ 371,422 \$ 319,381

10/6/2014

CONTRACTOR (Name and address)		2. CONTRACT ID NUMBER
Gila County Community Services Division 5515 S. Apache Ave., Suite 200		DE111073001
Globe, Arizona 85501		3. AMENDMENT NUMBER Eleven (11)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT		
Pursuant to the Terms and Conditions, Amendments or Mo	difications section, the purpos	se of this amendment is to:
ADD Scope of Work, Service Provision, Section 6.4.8 The Contractor shall provide services throughout the des State Plan located at https://www.azdes.gov/main.aspx?meidentified on the Facility Location Chart. Contract services in designated geographic service area only by a written congeographic service area shall not be permitted. The Contra an entire designated geographic service area not less three relinquishment.	enu=10&id=8577. Services sh may be moved or expanded to intract amendment. Relinquis actor shall provide written not	nall be provided at the locations o other site locations within the shment of a partial designated ification of its relinquishment of
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFLOR LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND	ECT. THE AMENDMENT SHALL BE BY SIGNING THIS FORM ON BEH	ECOME EFFECTIVE ON THE DATE IALF OF THE CONTRACTOR, THE
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Community S	
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVI	DUAL _
TYPED NAME	TYPED NAME Michael A. Pastor	ury
TITLE Procurement Manager	TITLE Chairman Gila County Board of	Supervisors
DATE 101114	DATE 8-5-201	4
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWER		
ARIZONA ATTORNEY GENERAL'S OFFICE	Approved as to form;	,
BY: Keni R. Sully	BY: MyMUM	romM
ASSISTANT ATTORNEY GENERAL	Bryan B. Chambers, De	eputy Attorney Principal
DATE: 9-22-2014	DATE: 8-5-2014	

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William Compa

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1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
Gila County Community Services Division	DE111073001
5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	3. AMENDMENT NUMBER Ten (10)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the Terms and Conditions, Amendments or M	odifications section, the purpose of this amendment is to:
Funding for the contract period beginning July 1, 2014 thr	rough June 30, 2015:
The reimbursement ceiling for the service for Case N	fanagement is \$319,381.
The reimbursement ceiling for the service for Commu	unity Services is \$150,000.
The cumulative reimbursement ceiling for the contract peri \$2,789,074.13	od July 1, 2010 to June 30, 2015 is increased to
Therefore, the Itemized Service Budgets for the service of (Attachment B) are revised and attached.	Case Management (Attachment A) and Community Services
(	
AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF	OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR FECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE IS BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE THE CONTRACTOR TO THIS CONTRACT.
: ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Community Services Division
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF ALPHORIZED INDIVIDUAL
YPED NAME Francine Whittington	Junglian (11 factor)
MLE .	Michael A. Pastor
Manager Contract Administration Unit	Chairman, Board of Supervisors
ATE	DATE 6-24-2014
I ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN CNTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWER	V REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
RIZONA ATTORNEY GENERAL'S OFFICE	Approved as To form:
Y:	BY: Van Malley
SSISTANT ATTORNEY GENERAL	Bryan B. Chambers, Deputy Attomey Principal
ATE:	DATE: 6-24-2014

Revised: 8/22/13



1. CONTRACTOR (Name and address)

Gila County Community Services Division 5515 S. Apache Ave., Suite 200		DE111073001
Globe, Arizona 85501		8. AMENDMENT NUMBER Nine (9)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT		
Pursuant to the Terms and Conditions, Amendments or h	Andifications aection, the purpos	e of this amendment is to:
Funding for the contract period July 1, 2013 through Jun The reimbursement ceiling for the service Case Managingreese of \$13,196.	e 30, 2014: gement is increased from \$320	8,344 to \$341,542. This is an
The reimbursement ceiling for the service Community & increase of \$1,400.	Services is increased from \$15	0,000 to \$151,400. This is an
The cumulative reimbursement ceiling for the contract per	fod July 1, 2010 through June 3	0, 2015 is \$2,319,693.13.
Therefore, the itemized Service Budget for the services of (Altachment B) are revised and attached.	f Case Management (Attachme	nt A) and Community Services
Delete and Replace: The <u>Beckeround Chacks for Employment through Cen</u> Conditions is replaced in its entirely with the following, affe	<u>stral Registry</u> section located in active immediately.	the DES Special Terms and
8. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND ER OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN SIGNATURY CERTIFIES HE/SHE HAS THE AUTHORITY TO BING	TEUI. INE AMENDMENT SHALL BEC	ONE EFFECTIVE ON THE DATE
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gills County Community Se	
MORO AU DIVINO	The hart a Pa	siles
Francine Whitfington	Michael A. Pastor	
mile Manager — Contract Administration Unit	Time Chairman, Gila County	Board of Supervisors
DATE 11/29/13	10-22-20	13
N ACCORDANCE WITH ARS §11-902 THIS CONTRACT AMENDMENT HAS BEE CONTRACT AMENDMENT IN IN APPROPRIATE FORM AND WITHIN THE POWE	N REVIEWED BY THE UNDERSIGNED WHO RE AND AUTHORITY GRANTED TO EACH R	HAVE DETERMINED THAT THIS
ARIZONA ATTORNEY GENERAL'S OFFICE	Approved as To	) thom:
W. This L. South	1 /2 1 / /	mlm
ASSISTANT ATTORNEY GENERAL	Bryan B. Chambers, Deputy	
MATE: //-21-13	DATE: 10-22-201	• 1

Revised: 8/22/13

2. CONTRACTIO NUMBER

DE111073001 Amendment # 9, page 2

- 16.0 <u>Background Checks for Employment through the Central Registry</u>
  If providing direct services to children or vulnerable adults, the following shall apply:
- 16.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
  - 1. Any person who applies for a contract with this State and that person's employees;
  - 2. All employees of a contractor:
  - 3. A subcontractor of a contractor and the subcontractor's employees; and
  - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
  - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - The person has not been the subject of an Investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
     The Certification for Direct Service Position is located at: https://www.azdes.gov/internetFiles/internetProgrammaticForms/doc/ACY-1287AFORFF.doc
- 16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background is located at: <a href="https://www.azdes.gov/opac">https://www.azdes.gov/opac</a>

DE111073001 Amendment # 9, page 3

Scope of Work, section 10.3.7, is replaced in its entirety with the following, effective October 1, 2013, complete the Self-Sufficiency Matrix for all case managed households in which a member of the household is 18 to 59 years of age, not disabled and not a full-time student, and is:

- Unemployed and seeking earned income; or
- Employed and seeking to reduce barriers to maintain earned income; or
- Employed and seeking increased earned income and/or employment benefits.

The results of the Self-Sufficiency Matrix shall be reported in Results Oriented Management and Accountability (ROMA), National Performance Indicators (NPI's), goal one.

# CONTRACT SERVICE: Case Management (CMG-CAP) Contract Period: 07/01/2013 - 06/30/2014

4	<b></b>					Attachment A
1.	PERSONN	<u>E.</u>	1050 SPRIA			
			for the		TOTAL	
Number of			Contract		SERVICE	
Positions	FTE Love!		Period		COST	DES COST
1	1.00	Divisional Fiscal Manage	er \$53,893			7 \$ 28,947
1	1.00	Divisional Accountant	\$34,549	Š		
1	1.00	Case Manager	\$30,534		15,267	
1	1.00	Case Menager	\$32,094	4	16,047	
1	1.00	Clerk	\$22,152	1	•	,,
TOTAL				antonos cares carellas	11,076	
***************************************					::::::B6,612	L \$ 4 86,612
2.	<b>EMPLOYE</b>	ERELATED EXPENSES				
	ITEM	;	BÁSIS			
Health Ins			6.612 * 43.338%	1	OTAL COST	,
	W.100	40			37,536	\$ 27,708
FICA				•		•
Workmen'	's Comp					
	•					
Retiremen	II VPLOYEE R	ELATED EXPENSES:			1 1 10 10 10 10	
. 122		averalistic		Mingratin 1	:.' x: "37,538.	. \$ 27,708
3.						
3.	PROFESSI	ONAL AND OUTSIDE SE	RVICES	<del></del>		
<u> </u>	PROFESSION		RVICES BASIS	זל	OTAL COST	DES COST
N/A	•			77 \$	OTAL COST	DES COST
N/A.	ITEM	E	BASIS	\$	•	\$ .
N/A.	ITEM	E	BASIS	\$	•	\$ .
n/a Totalfri	ITEM	E		\$	•	\$ .
n/a Totalfri	ITEM KOJESSION TRAVEL	e AĽÄND OUTSIDE SERV	AASIS	\$	•	\$ .
N/A. TOTAL-PR	item Kojtession Travel Item	e AĽÁND OUTSIDE SERV B	ASIS	\$ 2000,000 <u>-</u>	•	\$ .
n/a Totalfri	item Kojtession Travel Item	e AĽÁND OUTSIDE SERV B	AASIS	\$ 2000,000 <u>-</u>	iogra agr	\$ DES COST
N/A TOTAL-PR 4. Gas/Vehicle	item Kojtession Travel Item	e ALAND OUTSIDE SERV B 870	ASIS  O per month x 12 months	\$ 2000 0007 <u>**</u> TC	OTAL COST	\$ DES COST
N/A. TOTAL-PR 4. Gea/Vehici Per Diem	ITEM ROFESSION TRAVEL ITEM les/Maint	e ALAND OUTSIDE SERV B \$70 \$25	ASIS  ASIS  TO per month x 12 months  To per day for 20 days for 5 FTE's	\$ 2000 0007 <u>**</u> TC	OTAL COST	DES COST \$ 6,300
N/A TOTAL-PR 4. Gas/Vehicle	ITEM ROFESSION TRAVEL ITEM les/Maint	e ALAND OUTSIDE SERV B \$70 \$25	ASIS  ASIS  TO per month x 12 months  To per day for 20 days for 5 FTE's	\$ TO	OTAL COST 8,400 2,500	DES COST \$ 6,300 \$ 1,626
N/A. TOTAL-PR 4. Gea/Vehici Per Diem	ITEM ROFESSION TRAVEL ITEM les/Maint	e ALAND OUTSIDE SERV B \$70 \$25	ASIS  O per month x 12 months	\$ TO	OTAL COST 8,400	DES COST \$ 6,300 \$ 1,825
N/A. TOTAL-PR 4. Gea/Vehici Per Diem	ITEM ROFESSION TRAVEL ITEM RES/Maint	ALAND OUTSIDE SERV B \$770 \$26	ASIS  ASIS  O per month x 12 months  i per day for 20 days for 5 FTE's	\$ TO	OTAL COST 8,400 2,500	DES COST \$ 6,300 \$ 1,626
N/A TOTAL-PR  4. Gez/Vehicl Per Diem TOTAL-TR	ITEM ROFESSION TRAVEL ITEM RES/Maint RAVEL	ALAND OUTSIDE SERV B \$770 \$26	ASIS  ASIS  Do per month x 12 months  per day for 20 days for 5 FTE's	TO S	OTAL COST 8,400 2,500	DES COST \$ 6,300 \$ 1,826 \$ 1,826
N/A. TOTAL-PR 4. Gea/Vehici Per Diem	ITEM ROFESSION TRAVEL ITEM RES/Maint RAVEL	ALAND OUTSIDE SERV B \$70 \$26 Ren	ASIS  ASIS  DO per month x 12 months  per day for 20 days for 6 FTE's  ASIS  ASIS  at \$1,673 monthly X 12 months	\$ TO S	2,600 2,600 TAL COST	DES COST \$ 6,300 \$ 1,826 \$ 1,825
N/A TOTAL PR  4. Gez/Vehiol Per Diem TOTAL TR	TRAVEL TEM Les/Maint LAVEL TEM De Office	AL AND OUTSIDE SERV B. \$70 \$26 Ren (Inc	ASIS  ASIS  DO per month x 12 months  per day for 20 days for 6 FTE's  ASIS  ASIS  at \$1,673 monthly X 12 months	\$ TO S	OTAL COST 8,400 2,500	DES COST \$ 6,300 \$ 1,826 \$ 1,826
N/A TOTAL-PR 4. Ges/Vehice Per Diem TOTAL-TR Rent - Glot	TRAVEL TEM les/Maint  AVEL TEM De Office Other Space	BALAND OUTSIDE SERV	ASIS  ASIS  Do per month x 12 months  per day for 20 days for 5 FTE's	\$ TO S	2,500 2,500 2,500 10,900 TAL COST 20,078	DES COST \$ 6,300 \$ 1,626 \$ 2.7,828 DES COST \$ 10,038
N/A TOTAL PR  4. Gez/Vehiol Per Diem TOTAL TR	TRAVEL TEM les/Maint  AVEL TEM De Office Other Space	BALAND OUTSIDE SERV	ASIS  ASIS  ASIS  Do per month x 12 months  per day for 20 days for 6 FTE's  ASIS  A	\$ TO \$ / Board Mer \$ TO \$ etc.)	TAL COST 2,500 	DES COST \$ 6,300 \$ 1,826 \$ 1,825

	EQUIPMENT					
N/A	ITEM	BASIS	то	TAL COST	. DE	s cos
TOTAL EC	UIPMENT		\$ ::: \$:	·	\$ \$:	7" >1 2 >
	MATERIALS & SUPPLIE		· · · · · · · · · · · · · · · · · · ·			
0	ITEM	BASIS	то	TAL COST	DE	s cos
General Of	fice Supplies	\$200 per month x 5 FTE's x 12 months	\$	12,000	\$	4,487
Postage		\$250 per month x 12 months	3	3,000	ŝ	1 500
_	PERATING SERVICES ITEM	BASIS	TO	AL COST	DE	e cost
Staff Traini	ng & Registration	\$1000 for training sessions for 4 FTE's (Includes hote), registration)	\$	4,000	\$	4,000
	oard Quarterly Meetings	Registrations and meals Service \$2,000 x 12 months	\$	1,500	\$	.1,500
Local Fax,			\$	24,000		6,286
Local Fax, a Maintenance	800 Line, Phone Line & & e, Leases Agreements & ERATING EXPENSES	· Memberships/Dues		29,500	: \$	1-1 = 1-44
Local Fax, i Maintsnand TOTAL OP	e, Leases Agreements 8	Memberships/Dues		. 29,500.	: \$ ::::	1-1-1-00

•

## 11. YOUCHERS

' ITEM	Basis	τε	TAL COST	D	ES COST
LIHEAP		\$	160,527	\$	160.527
LIHCÓN		\$		\$	•
LLVG		\$	•	\$	•
NHN		\$	362	\$	362
TANF		. \$	30,000	\$	30,000
TOTAL VOUCHERS			190,889	\$	190.889

# 12 A PARTY TO BE TO SEE THE SERVICE COSTIDES TOTAL COSTS \$ 1381(1131.5.241,842

### REVENUE SOURCES:

DES Case Mgt. \$ 341,542 \$ 341,542
Gila County \$ 50,171
TOTAL REVENUE: \$ 391,713 \$ 341,542

5/21/2013 9/13/2013 Revised

# CONTRACT SERVICE: Community Services (CSV-CAP) Contract Period: 07/01/2013 - 08/30/2014

		<b></b> -		Attachmen	t B
1.	PERSONN	ide .		TOTAL	
Number of			Total Colonia for the	SERVICE	•
Positions	FTE Level	Position Title	Total Salary for the Contract Period	COST	DES COST
1	1.00	Community Services Director	\$80,020	\$ 40,01	
1	1.00	Divisional Accountant	\$34,549	\$ 17,27	
1	· 1.00	Divisional Flacal Manager	\$53,893	\$ 28,94	
1	1.00	Divisional Special Projects	\$32,560	\$ 16,280	
1	1.00	Divisional Assistant	\$39,104	\$ 19,552	
1	1.00	Case Manager	\$30,534	\$ 15,267	
1	1.00	Case Manager	\$32,094	\$ 16,047	
. 1	1.00	Clerk	\$22,152	\$ 11,076	
TOTAL PE	RECHNEL			\$ 162,454	
2.	EMPLOYE	RELATED EXPENSES			
				. TOTAL	. •
Haattle Inner	ITEM	BASIS		COST	DES COST
Health Insu	rence	\$162,454	<b>*</b> 30.678%	\$ 49,838	\$ 31,400
FICA					
Workman's	Comp				
Retirement					
	PLOYEE RE	LATED EXPENSES TO THE PARTY OF	<u> </u>	<b>\$</b> 49,838	::: E 34 400:
3 10.00		a hore and at come monger of the child and		THE PROPERTY OF THE PROPERTY O	.5.4. 9 [400 ·
3.	PROFESSION NEWSCOOL	DNAL AND OUTSIDE SERVICES			
				TOTAL	
2414	ITEM	Basis		COST	DES COST
N/A				<u> </u>	\$ -
OIALPRO	JEESSI QNA	AND CUTSIDE SERVICES			
4.	TRAVEL.		<del></del>		
				TOTAL	
	ITEM	Basis		COST	DES COST
Gas/Vehicle	a/Maint	\$500 per r	nonth x 12 months	\$ 6,000	\$ 2,298
		-		• • •	4
Per Diem	i tamas ama es	\$25 per de	ry for 20 days for 5 FTE's / Board Mer	mbera \$ 2,500	\$ 1.250
TOTAL TRA	VEL			\$. #8,500	
5.	SPACE			nesses mentions of property. As a A. A.	
ο,	OFAVE			TOTAL	,
	ITEM	BASIS		COST	DES COST
N/A		3-3-		\$ .	\$ -
TOTAL SPA	CE				
			···	Manager Transport	37.7

6,	EQUIPMENT		TOTAL	
N/A	ITEM	BASIS	COST	DES COST
	EQUIPMENT		**************************************	\$ - ∵ \$\:::!;!•;"::
7.	MATERIALS & SUPPL	IES .		
	ITEM	BASIS	TOTAL COST	DES COST
WA TOTALI	MATERIALS AND SUPPLI		s . Calcado de la <b>S</b> ecolada	\$ - .1 <b>.5</b> .2.41.521.5
3.	OPERATING SERVICE	<b>§</b>		
.104	iteM	BASIS	TOTAL COST	DES COST
VA POTÁL (	DPERATING EXPENSES			<b>\$</b> 
· ·	INDIRECT COSTS	·		
	· ITEM·	BASIS	TOTAL COST	DES COST
ndirect	Costs to Gila County NDIRECT COSTS	5% of Selary base \$71,478 @100%	\$ 3,574 \$ 3,574	\$ 3,574 **\$ 3.574
0.*:;:*::	SUBTOTAL ADMIN CO	<b>ST</b> P CHARA COMET TO STANDARD A GROWN A GROWN AND A GROWN A GR	# Min. hajini (***	F\$:110,000.
1.	VOUCHERS			
	ITEM	BASIS	TOTAL COST	DES COST
oucher oucher	s - Direct Client Services	- Dive	\$ 40,000	\$ 40,000
OTALY	s - Descrestionary Serivo OUCHERS		\$ 1,400 \$ 40,000	\$ 1,400 ###41,400
<b>2</b> :76:57	companies e novem	CONTRACTOR AND INCIDENTAL PROPERTY OF CONTRACTOR AND INCIDENTAL PROPER	EMOTATEORIE ENGRE	\$ 181,460:
		REVI	ENUE SOURCES:	
			DES CSV \$ 151,400 Gla County \$ 112,988	\$ 151,400
		т	OTAL REVENUE: \$ 284,388	\$ 151,400

5/21/2013 9/13/2013 Revised



1. CONTRACTOR (Name and address)	2. CONTRACT IO NUMBER DE111073001
Gila County Community Services Division	5511(0,000)
5515 S. Apache Ave., Suite 200	
Globe, Arizona 85501	S. AMENDMENT NUMBER Eight (8)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	=-8116 (0)
Pursuant to the Terms and Conditions, Amendments or Mo	difications section, the purpose of this amendment is to:
Funding for the contract period beginning July 1, 2013 thro	ugh June 30, 2014:
The reimbursement ceiling for the service for Case Ma	nagement is \$328,344.
The reimbursement ceiling for the service for Commun	nlly Services is \$150,000.
The cumulative reimbursement celling for the contract periods, 32,305,095.13	d July 1, 2010 to June 30, 2015 is increased to
Therefore, the Itemized Service Budgets for the service of C (Attachment B) are revised and attached.	case Management (Attachment A) and Community Service:
Replace From Amendment # 5 Terms and Conditions, Fingerprinting following:	g, section 32.1.1, replace the existing version with the
Personnel who are employed by the Contractor, whether pai	id or not, and who are required or allowed to provide
services directly to juveniles or vulnerable adults shall submi	it a full set of fingerprints to the Department for the number
of obtaining a state and federal criminal records check pursu	rant to section 41-1750 and Public Law 92-544 or shall
apply for fingerprint clearance card within seven working day	/s of employment.
8. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS	OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/O
AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN	ECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR. THE
SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND 8.	THE CONTRACTOR TO THIS CONTRACT.  7. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	GILA COUNTY COMMUNITY SERVICES DIVISION
SIGNATURE OF AUTHORIZED INDIVIDUAL	SKINATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	Muchan 15 Caro
Transine whitingon	TYREO NAME
TITLE TO THE COLUMN TO THE TOTAL TOTAL TO THE TOTAL TO TH	Michael A. Pastor
Deputy Chief Prequement Administrator	Chairman, Gila County Board of Supervisors
DATE #122/12 · MANAGE	6-25-2013
IN ACCORDANCE WITH ARS \$1-852 THE CONTRACT AMENDMENT HAS BEEN	REVIEWED BY THE HADEDSPONED WHO HAVE DEVERHING THAT THIS
CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWER	S AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE	
	11. partell of
Dryban M. Behun	By: [MV/OV/] MAMMM_
Assistant Attorney General	Deputy Attorney Principal
Date:	Date: 6-25-2013

CONTRACT SERVICE: Case Management (CMG-CAP) Agency: Gila County

Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1.	PERSONN	<u>EL</u>			Atta	achment A
Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	D	ES COST
1	1.00	Divisional Fiscal Manager	\$53,893	\$	\$	26,947
1	1.00	Divisional Accountant	\$34,549	\$		17,275
1	1.00	Case Manager	\$30,534	\$		15,267
1	1.00	Case Manager	\$32,094	\$		16,047
1	1.00	Clerk	\$22,152			
TOTAL PI	ERSONNEL		ΨΕΣ, 10Σ	\$ 86,612	\$	11,076 <b>86,612</b>
				 00,012	4	00,012
Health Inst FICA Workman's Retiremen	ITEM urance s Comp t		SIS age of 86,612 * 43.338%	\$ TOTAL COST 37,536	DE \$	ES COST 27,706
TOTAL EN	IPLOYEE R	ELATED EXPENSES		\$ 37,536	\$	27,706
3.	DOFFECSIO	NAL AND OUTCODE ACTOR	10-10			
N/A	ITEM	DNAL AND OUTSIDE SERVI	sis	\$ TOTAL COST	DE \$	s cost
TOTAL PR	OFESSION	AL AND OUTSIDE SERVICE	S	\$ A separate has	\$	
4. ]	ITEM es/Maint	<b>BAS</b> \$500 p	els per month x 12 months	\$ TOTAL COST 6,000	DE:	S COST 4,500

		TOTAL		
ITEM	BASIS	COST	DI	ES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$	4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$	1,625
TOTAL TRAVEL		\$ 8,500	\$	6,125
ITEM Pont Clobe Office	BASIS	TOTAL COST	DE	s cost
ITEM Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	DE \$	
10.0		COST		s cost

	EQUIPMENT					
N/A	ITEM	BASIS		COST	D	ES COS
			\$		\$	
TOTAL	EQUIPMENT		\$		\$	
7.	MATERIALS & SUPPLIES					
				TOTAL		
	ITEM	BASIS		COST	D	ES COS
Genera	al Office Supplies	\$200 per month x 5 FTE's x 12 months	\$	12,000		4,50
ostage	•	\$250 per month at 42 manths	_	2 00 7		
	MATERIALS AND SUPPLIES	\$250 per month x 12 months	\$	3,000		1,50
			•	15,000	\$	6,00
	OPERATING SERVICES					
	ITEM	DAGIO		TOTAL		
taff Te	ITEM aining & Registration	BASIS	-	COST		es cos
Lair III	aming a Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$	4,000	\$	4,00
dvisor	y Board Quarterly Meetings	Registrations and meals	\$	1,500	ď	4 50
cal Fa	ax, 800 Line, Phone Line & Servi	ice \$2,000 x 12 months	Φ	1,500	\$	1,50
ainten	ance, Leases Agreements & Me	mberships/Dues	\$	24,000	\$	6,28
OTAL	OPERATING EXPENSES		\$	29,500	\$	11,78
	INDIDIOT COSTS					
	INDIRECT COSTS					
				TOTAL		
	ITEM	BASIS			DE	0000
		BASIS		COST		s cos
	ITEM INDIRECT COSTS	BASIS			\$	s cos
DTAL I	INDIRECT COSTS	BASIS	\$	COST		s cos
OTAL I		BASIS	\$	COST	\$	
OTAL I	INDIRECT COSTS	BASIS	\$	COST	\$	
TAL I	SUBTOTAL ADMIN COSTS	BASIS	\$	COST	\$	
TAL I	INDIRECT COSTS	BASIS	\$	198,424	\$	
TAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM	BASIS	\$ \$	198,424	\$	148,871
TAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM LIHEAP	BASIS	\$	198,424 TOTAL	\$ \$ DE:	148,87
TAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP LIHCON	BASIS	\$ \$	198,424 TOTAL	\$ \$ DE:	148,87
TAL I	VOUCHERS  ITEM LIHEAP LIHCON LLVG	BASIS	\$ \$ \$ \$	198,424 TOTAL	\$ \$ DE:	148,87
DTAL I	VOUCHERS  ITEM LIHEAP LIHCON LLVG NHN	BASIS	\$ \$ \$ \$ \$	198,424  TOTAL COST 149,111	\$ DE: \$ \$ \$ \$ \$	148,87°
DTAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF	BASIS	\$ \$ \$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111 - 362 30,000	\$ \$ \$ \$ \$ \$	148,87 S COST 149,111
	VOUCHERS  ITEM LIHEAP LIHCON LLVG NHN	BASIS	\$ \$ \$ \$ \$	198,424  TOTAL COST 149,111	\$ \$ \$ \$ \$ \$	148,87 S COST 149,111
OTAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF		\$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	148,877 S COST 149,111 - 362 30,000 179,473
OTAL V	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF	TOTAL SERVICE COST/DES TOTAL COST	\$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111 - 362 30,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	148,877 S COST 149,111 - 362 30,000 179,473
OTAL I	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	148,871 S COST 149,111 - 362 30,000 179,473
OTAL V	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF	TOTAL SERVICE COST/DES TOTAL COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111	DE: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	362 30,000 179,473
J.	SUBTOTAL ADMIN COSTS  VOUCHERS  ITEM  LIHEAP  LIHCON  LLVG  NHN  TANF	TOTAL SERVICE COST/DES TOTAL COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	198,424  TOTAL COST 149,111  362 30,000 179,473	DE: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	

CONTRAC	T SERVICE:	Community Services (CSV-C	CAP) eriod: 07/01/2013 - 06/30/2014	Agency: Gila Co	unty
1.	PERSONNI			Attachm	ent B
		<del></del>		TOTA	_
Number of			Total Salary for the	SERVIC	E DES
Positions	FTE Level	Position Title	Contract Period	COST	COST
1	1.00	Community Services Director		\$ 40,01	
1	1.00	Divisional Accountant	\$34,549	\$ 17,27	
1	1.00	Divisional Fiscal Manager	\$53,893	\$ 26,94	7 \$ 11,856
1	1.00	Divisional Special Projects	\$32,560	\$ 16,28	
1	1.00	Divisional Assistant	\$39,104	\$ 19,55	2 \$ 8,603
1	1.00	Case Manager	\$30,534	\$ 15,26	7 \$ 6,717
1	1.00	Case Manager	\$32,094	\$ 16,04	7 \$ 7,061
1	1.00	Clerk	\$22,152	\$ 11,07	6 \$ 4,873
TOTAL PER	RSONNEL			\$162,45	
2.	EMD! OVE	RELATED EXPENSES			
dia .	LIII LOILL	THENTED EAPEROLO		TOTAL	DES
	ITEM	BAS	ıs	COST	COST
	I I may		e of 162,454 * 30.678%	\$ 49,83	
Health Insur	ance	Avolug	0 102,404 30.07070	φ 48 <sub>1</sub> 00	8 \$ 31,400
FICA	Liloo				
Workman's	Comp				
Retirement	Comp				
redicinent					
TOTAL EMP	PLOYEE REI	ATED EXPENSES		\$ 49,83	8 \$ 31,400
3.	PROFESSIO	NAL AND OUTSIDE SERVIC	<u>ES</u>		
				TOTAL	DES
	ITEM	BASI	S	COST	COST
N/A				\$ -	\$ -
TOTAL PRO	DFESSIONAL	AND OUTSIDE SERVICES		\$ -	\$ -
4.	TRAVEL				
	Prese		•	TOTAL	DES
0 1/1/1	ITEM	BASI		COST	COST
Gas/Vehicles	s/Maint	\$500 pe	er month x 12 months	\$ 6,000	\$ 2,298
Per Diem		\$25 per	day for 20 days for 5 FTE's / Board M	embers \$ 2,500	\$ 1,250
TOTAL TRA	VEL	420 po	day for 25 days for 5 1 12 57 Board W	\$ 8,500	
				Ψ 0,000	¥ 3,040
5.	SPACE	_			
				TOTAL	DES
	ITEM	BASI	S	COST	COST
N/A				\$ -	\$ -
TOTAL SPA	CE			\$ -	\$ -

6.	EQUIPMENT			
			TOTAL	DES
	ITEM	BASIS	COST	COST
N/A			\$ -	\$
TOTAL E	QUIPMENT		\$ -	\$ -
7.	MATERIALS & SUPPLIES		-	
			TOTAL	DES
	ITEM	BASIS	COST	COST
N/A			\$ -	\$ -
TOTAL M	ATERIALS AND SUPPLIES		\$ -	\$ -
8.	OPERATING SERVICES			
			TOTAL	DES
	ITEM	BASIS	COST	COST
N/A			_\$	\$ -
TOTAL O	PERATING EXPENSES		\$ -	\$ -
	111111111111111111111111111111111111111			
9.	INDIRECT COSTS			
	ITEM	D4010	TOTAL	DES
Indianat C	ITEM	BASIS	COST	COST
	osts to Gila County DIRECT COSTS	5% of Salary base \$71,478 @100%	\$ 3,574	\$ 3,574
TOTALIN	DIRECT COSTS		\$ 3,574	\$ 3,574
10.	SUBTOTAL ADMIN COST		\$204.20C	£440.000
	CODINE ADMIN COOL		\$224,366	\$110,000
11.	VOUCHERS			
	3		TOTAL	DES
	ITEM		COST	COST
Vouchers	- Direct Client Services		\$ 40,000	\$ 40,000
TOTAL VO	DUCHERS		\$ 40,000	\$ 40,000
12.		TOTAL SERVICE COST/DES TOTAL COST:	\$264 366	\$150,000
	**************************************	THE COURSE OF THE COURSE	7207,000	\$100,000

 REVENUE SQURCES:

 DES CSV
 \$150,000
 \$150,000

 Gila County
 \$114,366

 TOTAL REVENUE:
 \$264,366
 \$150,000



1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
Glla County Division of Health and Community Services 5515 S. Apache Ave., Sulte 200 Globe, Arizona 85501	3. AMENDMENT NUMBER Seven (7)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Case Management is increased from \$403,042 to \$410,977. This is an increase of \$7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,826,751.13.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

### **Delete and Replace:**

Terms and Conditions, Background Checks for Employment through the Central Registry, section 16.0, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

- 16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
  - 1. Any person who applies for a contract with this State and that person's employees;
  - 2. All employees of a contractor:
  - 3. A subcontractor of a contractor and the subcontractor's employees; and
  - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
  - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
  - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:

https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

- 16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:

https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

				•
5. EXCEP	PT AS PROVIDED HEREIN	N, ALL TERMS AND CONDITION	S OF THE OPIGINAL C	ONTRACT AS HERETOFORE CHANGED AND/OR
UP LAS	ST SIGNATURE UNI EQQ (	ED AND IN FULL FORCE AND E OTHERWISE SPECIFIED HERE E HAS THE AUTHORITY TO BIN		IN I STALL BECOME FFFFCTIVE ON THE DATE
ARIZ	ONA DEPARTMENT OF AUTHORIZED INDIVIDUAL	F ECONOMIC SECURITY	Gile County Divi	cror sion of Health and Community Services
TYPED NAME	OF AUTHORIZED REIVIDUAL	sali	ELENATURE DE AUTH	ORIZED NOTVIBUAL
	G. Csaki, CPPB		Tommie C. M	artin
Contract A	dministration Procu	irement Manager	TITLE Chairm	an, Gila County Board of Supervisors
DATE		2013	DATE	20/12
TRACT AMI	CE WITH ARS §11-852 THIS C ENDMENT IS IN APPROPRIA	CONTRACT AMENDMENT HAS BEE TE FORM AND WITHIN THE POWE	N REVIEWED BY THE UND RS AND AUTHORITY GRAN	ERSIGNED WHO HAVE DETERMINED THAT THIS TED TO EACH RESPECTIVE PUBLIC BODY.
ARIZONA AT	TORNEY GENERAL	'S OFFICE		
By: Assistan	Bas M. S. t Attorney General	Russ	.By: My	gond Wonnlin
ate:	/1/13		Chie	Agency Legal Counsel in 8. Chambers of Deputy County Attorney 22.2013
•	' <u> </u>			· / — — — — — — — — — — — — — — — — — —

# FOR CONTRACT SERVICE: Case Management PROVIDER NAME: Glia County Community Action Program CONTRACT PERIOD: 7-01-12 TO 6-30-13

1	PE	RS	NN	EL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+		Te	otal Service Cost	]	ES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	<u>s</u>	26.947
1	1	Divisional Accountant	\$35,413	50%+0=50%	50%	S	17,707	\$	8,853
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	Š	11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50%	Š	15,267	Š	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	•	16,047	\$	16,047
1	1	Clerk	\$32,885	0%+50%=50%	50%	•	16,443	Ś	8,221
TOTAL P	ERSONNEL	COST:	<u> </u>			\$	116,227	\$	87,243

**2 EMPLOYEE RELATED EXPENSES** 

Item	Basis			Sen	vice Cost	D	ES Cost
Health Insurance			mo. X 3 @ 25% mo. X 3 @ 50%	\$ \$	5,362 10,725	\$	5,362 10,725
FICA	0.0765	X	\$116,227	\$	8,891	\$	4,446
Workman's Comp	0.003	x	\$116,227	\$	349	\$	174
Retirement	0.1115	x	\$116,227	<u>\$</u>	12,959	\$	6,480
TOTAL ERE COST:				\$	38,286	\$	27,187

3 PROFESSIONAL AND OUTSIDE SERVICES

item	Basis	Service	Cost	DES	Cost
N/A		\$	-	\$	•
TOTAL PROF & OUTSIDE COSTS:		\$		\$	•

### **4 TRAVEL**

Item	Basis	Serv	ce Cost	DE	S Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$	2,500	\$	1,625
TOTAL TRAVEL COSTS:		\$	8,500	\$	6,125

### **5 SPACE**

<u>Item</u>	Basis	Serv	ce Cost	D	E8 Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months	S	20.076	\$	10.038
	(Includes electricity, cleaning, water, etc.)	•	,_,	•	10,000
Sparkletts/Other Space Expense	\$100 x 12 months	\$	1,200	\$	600
TOTAL SPACE COSTS:		3	21,276	Š	10,638
			-11-10		10,000

•	EQ	T 11			IT
•	EW	u	ГN	ıcı	41

N/A	Basis	Service (	ost	DES	Cost
IVA		c		e	
TOTAL EQUIPMENT COSTS:		\$	<u> </u>	\$	÷

## 7 MATERIALS & SUPPLIES

Item	Basis	Sen	ice Cost	DE	S Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	5,406
Postage	\$250 per month x 12 months	\$	3,000	\$_	1,500
TOTAL MAT & SUPP COSTS:		\$	17,400	\$	6,906

## **8 OPERATING SERVICES**

item	Basis	Serv	ice Cost	D	ES Cost
Staff Training & Registration	\$1000 for training sessions for 4 FTE's (Includes hotel, registration)	\$	4,000	\$	4,000
Advisory Board Quarterly Meetings Local Fax, 800 Line, Phone Line & Service	Registrations and meals	\$	1,665	\$	1,665
Maintenance, Leases Agreements & Membershlps/Dues			20,560	\$	10,280
TOTAL OPERATING SERVICE COSTS:		\$	26,225	\$	15,945

# 9 INDIRECT COSTS

Item	Basis	Service	Cost	DES	Cost
N/A		\$	-	\$	•
TOTAL INDIRECT COSTS:		 \$	•	\$	<del></del>
		ند سبخ			

4.00				
70	SUBTOTAL ADMINISTRATIVE COSTS:	$\overline{}$		
10	SUBTUIAL ADMINISTRATIVE COSTS		227,914	\$ 154,044
		- 23	<i>(11.</i> 714)	3 134H44
		•		T IOTISTS

11 VOUCHERS

item				Ser	vice Cost		ES Cost
1	LIHEAP	77		\$	218,565	\$	218,565
2	LIHCON	78		Š	,	\$	,555
3	LLVG			Š	7,935	\$	7,935
4	NHN	70		Š	433	Š	433
5	TANF	49		Š	30,000	Š	30,000
6	ESG	17		Š	-	ŝ	•
TOTAL \	<b>VOUCHER CO</b>	STS:		\$	256,933	\$	256,933
- 4.							
12	2		TOTAL COSTS:	\$	484,847	\$	410,977

**REVENUE SOURCES:** 

DES Case Mgt. \$ 410,977 \$ 410,977
Gila County \$ 73,870

TOTAL REVENUE: \$ 484,847 \$ 410,977

TOTAL REVENUE: \$ 484,847 \$ 410,977

4/10/2012 Revised 12/10/2012



1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE111073001
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200	
Globe, Arizona 85501	3. AMENDMENT NUMBER SIX (6)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement calling for the service Case Management is increased from \$320,006 to \$403,042. This is an increase of \$83,036.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$156,000. This is an increase of \$6,000, which includes \$6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,818,816,13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

#### Delete and Replace:

Terms and Conditions, Background Checks for Employment through the Central Registry, section 16.0, delete and replace the original with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

- 16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 1. Any person who applies for a contract with this State and that person's employees:
- 2. All employees of a contractor;
- 3. A subcontractor of a contractor and the subcontractor's employees; and
- 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

  18.4 Effective August 2, 2012:
- 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

### ADD

Terms and Conditions, Confidentiality, section 19.2

The Confractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seg. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN, SIGNATORY CERTIFIES HEISHE HAS THE AUTHORITY TO BIND	OF THE ORIGINAL CONTRACT AS HERETOFORE CHARGED AND/OR ECT. THE AMENDMENT SHALL BEOCKE EFFECTIVE ON THE DATE BY SIGNING THIS FORM ON BEHALP OF THE CONTRACTOR, THE THE CONTRACTOR TO THIS CONTRACT.
arizona department of economic security .	7. NAME OF CONTRACTOR Gile County Division of Health and Community Services
SIGNATURE OF AUTHORIZED BHOXVEAUN	SIGNATURE OF AUTHORIZED NONTOUR.
TYPED NAME Elizabeth G. Csaki, CPPB	Tommie C. Martin
Time Contract Administration Procurement Manager	Thus Chairman, Gila County Board of Supervisors
12/7/20/2	DATE 11/13/12.
IN ACCORDANCE WITH ARS \$11-862 THIS CONTRACT AMERICANT HAS BEEN CONTRACT AMERICANT IS IN APPROPRIATE FORM AND WITHIN THE POWER	REVENUED BY THE UNDERBIGNED WHO HAVE DETERMINED THAT THIS IS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC EDDY.
By: By: Assistant Attorney General	By: MMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMM
Data: 12/5/12	Chief Deputy, Gila County Attorney

# FIEMIZED SERVICE BUDGET FOR CONTRACT SERVICE: Case Management PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD; 7-01-12 TO 6-30-13

4	BEDGONNE	:

Number of Positions	FTE Lovel	Position Title	Selary for Contract Period	% Allocated to Service A+ D = Total			otal Service Cost	D	ES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	`\$``	26,947
Ť	1	Divisional Accountant	\$35,413	50%+0=50%	50%	\$	17,707	\$	8,853
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	11,908
1	1	Case Manager	\$30,634	0%+50%=50%	60%	\$	15,267	\$	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	\$	16,047	\$	16,047
4	1	Clerk	\$82,885	0%+50%=50%	50%	8	16,442	\$	8,221
TOTAL P	ERSONNEL	. COST:				8	116,226	\$	87,243

	2 F	MPI	OYEE	RELA	TED	EXPENSES
--	-----	-----	------	------	-----	----------

item	Besla		Besis		Serv	rice Cost	D	ES Cost
Health Insurance	• • -	\$595.83 per mo x 12 mo X 3 @ 25% \$595.83 per mo x 12 mo X 3 @ 50%				\$	5,362 10,725	
FICA	0.0765	x	\$116,226	\$	8,891	.\$	4,446	
Workman's Comp	0.003	x	\$118,226	\$	349	\$	174	
Retirement	0.1115	x	\$116,226	\$	12,959	\$	6,480	
TOTAL ERE COST:				\$	38.286	\$	27,187	

2 DEOFFERRIONAL	OUTSIDE SERVICES

Item	Bests	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:			\$ .

## 4 TRAVEL

Item	Basis	Servi	ce Cost	DE	8 Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$	2,500	3	1,625
TOTAL TRAVEL COSTS:		\$	8,500	\$	6,125

### . 5 SPACE

ltum	Basis	Serv	ice Cost	DE	S Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	20,076	\$	10,038
	(Inclused eletricity, cleaning, water, etc.)				
Sparkletts/Other Space Expense	\$100 x 12 months	\$	1,200	\$	600
TOTAL SPACE COSTS:		\$	21,276	<u> </u>	10,638

6 EQUIPMENT	Basis				
N/A	Basis	<u>Ser</u>	vice Cost	D	ES Cost
IVID		\$	_	\$	_
TOTAL EQUIPMENT COSTS:		<del>`</del> \$			
7 MATERIALS & SUPPLIES					
Item	Basis	Ser	vice Cost	D	E8 Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	5,406
Postage	\$250 per month x 12 months	8	3,000	s	1,500
TOTAL MAT & SUPP COSTS:	, , , , , , , , , , , , , , , , , , ,	Ť	17,400	Ť	6,906
	Basis	Ser	dce Cost	D	ES Cost
8 OPERATING SERVICES  Item Staff Training & Registration	Basis \$1000 for training sessions for 4 FTE's	Sen	rice Cost	_	E8 Cost
	(intouties hotel, registration)	Þ	4,000	\$	4,000
Adivisory Board Quarterly Meetings	Registrations and meals	\$	1,665	\$	1,665
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months				
Maintenance, Leases Agreements & Membe	erahipa/Dues	\$	20,560	\$	10,280
TOTAL OPERATING SERVICE COSTS:		- 3	28,225	\$	15,945
a Maintat agara					
9 INDIRECT COSTS	D-la				
Item N/A	Basis	Sen	ice Cost		E8 Cost
TOTAL INDIRECT COSTS:		3	<del></del>	\$	<del></del> -
<u> </u>			0	_	

11 VOUCHERS

nom				<u>2e</u> ı	vice Cost	E	DES Cost
1	LIHEAP	77		\$	218,565	\$	218,565
2	Lihcon	78		\$	-	\$	•
3	LLVG			\$	-	\$	-
4	NHN	70		\$	433	\$	433
5	TANF	49		\$	30,000	\$	30,000
6	ESG	17		\$	`.	\$	
TOTAL Y	<b>YOUCHER CO</b>	STS:		\$	248,098	\$	248,998
1	2		TOTAL COSTS:	\$	476,911	\$	403,042
			REVENUE SOURCES:				
			DES Case Mgt.	\$	403,042	\$	403,042
			Glia County	\$	73,869	•	
			TOTAL REVENUE:	\$	478,911	8	403,042
						_	

TOTAL REVENUE:

4/10/2012 Revised 9/12/2012 476,911 \$ 403,042

to mill a material demission of the control of the

# FOR CONTRACT SERVICE: Community Services PROVIDER NAME: Glia County Community Action Program CONTRACT PERIOD: 7-01-12 TO 6-30-13

1	PERSONNE	ł

Number of Positions	FTE Level	Position Title	Salary for Contract Pariod	% Allocated to Service A+ D = Total		Tø	tal Service Cost	Q	ES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50%	\$	40,997	\$	8,199
1	1	Divisional Accountant	\$35,413	50%+0≈50%	50%	\$	17,707	\$	3,541
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	\$	5,389
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50%	\$	13,954	\$	6,977
1	1	Divisional Assistant	\$39,104	50%+0=50%	50%	\$	19,552	\$	9.776
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50%	\$	15,267	\$	7,634
1	1	Case Manager	\$32,094	0%+50%=50%	50%	\$	16,047	\$	8,024
1	1	Clerk	\$32,885	0%+60%=50%	50%	\$	16,443	\$	8,221
TOTAL P	ERSONNEL	COST;	•		•	\$	190,730	3	69,669

2 EMPLOYEE RELATED EXPENSES

ttem	Basis		Service Cost		DES Cost		
Health Insurance	\$595.83 per mo x 12 mo X 3 @ 10% \$595.83 per ma x 12 mo X 6 @ 25%			\$	2,145 10,725	\$ \$	2,145 10,725
FICA	0.0765	x	<b>\$</b> 190,730	\$	14,591	\$	7,295
Workman's Comp	0.003	x	\$190,730	\$	572	\$	286
Retirement	0.1115	X	\$190,730	<u>\$</u>	21,266	\$	10,633
TOTAL ERE COST:				<b>\$</b>	49,299	\$	31,084

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
NA		\$ - \$	
TOTAL PROF & OUTSIDE COS	it <b>s:</b>	\$ - \$	-

4 TRAVEL

ltern	Basis	Serv	ce Cost	DE	S Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	4,200
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$	2,500	\$	1,800
TOTAL TRAVEL COSTS:		- \$	8,500	\$	6,000

5 SPACE

Ŀ	ton	ZHEN IS	SELAICE COST	DES COST
Ī	N/A		\$ -	\$ -
7	TOTAL SPACE COSTS:		\$ -	\$ -
⊨				

6 EQUIPMENT		
ltem	Basis	Service Cost DES Cost
N/A		\$ - \$ -
TOTAL EQUIPMENT COSTS:		\$ - \$ -
7 MATERIALS & SUPPLIES		
Item	Basis	Service Cost DES Cost
N/A		\$ - \$ .
TOTAL MAT & SUPP COSTS:		\$ - \$
a operativo cervaceo		
8 OPERATING SERVICES	Basis	Deviles Devil
NA	2633	Service Cost DES Cost
TOTAL OPERATING SERVICE COSTS:		\$ - \$ -
9 INDIRECT COSTS		
ltem	Basis	Service Cost DES Cost
N/A		\$ - \$ -
TOTAL INDIRECT COSTS:		
		•
10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 248,529 \$ 108,753
		4 3-10 420 \$ 100 140
11 VOUCHERS	,	
Item Vouchers - Direct Client Services	A 2017	Service Cost DES Cost
Acticulate - Direct Citalit Salatora	Average \$247 x 1 household Average \$490 x 100 households	\$ 49,000 \$ 49,000
TOTAL VOUCHER COSTS:	Wandle death y 100 untractionis	\$ 247 \$ 247
		\$ 49,247 \$ 49,247
12	TOTAL COSTS:	\$ 297,776 \$ 156,000
		4 2019110 4 130,000
	<u>REVENUE SOURCES:</u>	
	DES CSV	\$ 156,00 <b>0</b> \$ 156,000
	Gila County	\$ 141,776
	TOTAL REVENUE:	\$ 297,776 \$ 156,000
	TOTAL REVENUE:	\$ 297,778 \$ 156,000

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4/10/2912 Revised 9/12/2012

.: (\*



1. CONTRACTOR (Name and address)

CONTRACTOR (Name and address)  Gila County Division of Health and Community S     5515 S. Apache Ave., Suite 200	2. CONTRACT ID NUMBER DE111073001
Globe, Arizoná 85501	3. AMENDMENT NUMBER Five (5)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or I	Modifications section, the purpose of this amendment is to:
described in ARS 41-1758.07, OR, if waiting receipt of the supervision and oversight of an employee who possess valid fingerprint clearance card that meets the Level O	ete and replace the original with the following:  If who are required or allowed to provide services directly to rint clearance card that meets Level One requirements as heir clearance card, shall provide services under direct visual a level one fingerprint clearance card until they are issued a ne requirements. Contractor and subcontractor staff include to a direct service position, volunteers, and new employees
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND 8.	OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR FECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE N. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE OTHE CONTRACTOR TO THIS CONTRACT.
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	BIGNATURE OF AUTHORIZED INDIVIBUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
Contract Administration Procurement Manager	Chairman, Gila County Board of
DATE 8/38/10	DATE 8/1/2
IN ACCORDANCE WITH ARS \$11-62 THIS CONTRACT AMENDMENT HAS BEEL CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWER ARIZONA ATTORNEY GENERAL'S OFFICE	N REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS RS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
By: Bistora M. Behan. Assistant Attorney General	By: MWW May My Public Agency Legal Counsel
Date: 824/12	Bryan B. Chambers Date: A 7 2017



2. CONTRACT ID NUMBER DE111073001

1. CONTRACTOR (Name and address)

Gila County Division of Health and Community Services

5515 S. Apache Ave., Suite 200 Globe, Arizona 85501		3. AMENDMENT NUMBER FOUR (4)				
<ol> <li>THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Levels of Service s purpose of this amendment is to:</li> </ol>	section, and Amendments or M	odifications section, the				
Funding for the contract period beginning July 1, 2012 thr	ough June 30, 2013:					
The reimbursement celling for the service for Case N	The reimbursement celling for the service for Case Management is \$320,006.					
The reimbursement ceiling for the service for Commu	unity Services is \$150,000.					
The cumulative reimbursement ceiling for the contract peri \$1,735,780.13.	od July 1, 2010 to June 30, 20	15 is increased to				
Therefore, the Itemized Service Budgets for the service of (Attachment B) are revised and attached.	Case Management (Attachmer	nt A) and Community Services				
Reporting: Effective July 1, 2012 programmatic data shall agreed upon data bridge from an existing data system into reports such as invoices, payment verification forms and narequired by this contract.	CAP60 as identified on Progra	mmetic Reports All other				
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND	FECT. THE AMENDMENT SHALL BEI L BY SIGNING THIS FORM ON BELL!	COME EFFECTIVE ON THE DATE				
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR  Gila County Division of Heal					
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF ALDRICA IZED INDIVID	, ,				
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin					
mue Contract Administration Procurement Manager	Time Chairman, Gila Cou	nty Board of Supervisors				
7/19/12	DATE 6/26/12					
IN ACCORDANCE WITH ARS \$11-852 THIS CONTRACT AMENDMENT HAS BEEI CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWE	N REVIEWED BY THE UNDERSIGNED WH RS AND AUTHORITY GRANTED TO EACH	O HAVE DETERMINED THAT THIS RESPECTIVE PUBLIC BODY.				
ARIZONA ATTORNEY GENERAL'S OFFICE		10				
By: Barbarah Bahara Assistant Attorney General	By: Public Agency L Bryan B. (	egal Counsel Chambers				
Date: 7/12/12	Date: 6-26					



# Intergovernmental Agreement CONTRACT AMENDMENT

CONTRACT	AMENDMENT
1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE111073001
Gila County Division of Health and Community Service 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	3. AMENDMENT NUMBER Three (3)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Mo	
Funding for the contract period July 1, 2011 through June The reimbursement ceiling for the service Case Managemeincrease of \$29,528, which includes \$6,389 "Carryover" fur reimbursement ceiling.	
The reimbursement ceiling for the service Community Servincrease of \$70,258, which includes \$70,258 "Carryover" for reimbursement ceiling.	ices is increased from \$150,000 to \$220,258. This is an unding. The carryover funding is not added to the cumulative
The cumulative reimbursement ceiling for the contract period	od July 1, 2010 through June 30, 2015 is \$1,265,774.13.
Therefore, the Itemized Service Budget for the services of (Attachment B) are revised and attached.	Case Management (Attachment A) and Community Services
Delete and Replace: Terms and Conditions, section 4.5, delete and replace the	original with the following:
"Equipment" means all vehicles, furniture, machinery, elector equipment costing \$5,000.00 or more, including all not equipment ready for its intended use (e.g., taxes, freight, in useful life of greater than one year. Equipment as used her structures, or facilities' improvements).	ormal and necessary expenses incurred to make the stallation, assembly and testing charges, etc.), and with a
AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF	OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR ECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE . BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE THE CONTRACTOR TO THIS CONTRACT.
8. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL.	SIGNATURE OF AUTHORIZED MUNICIPAL
TYPED NAME Elizabeth G. Csaki, CPPB	Typed NAME Tommie C. Martin
mile Contract Administration Procurement Manager	Chairman, Gila County Board of Supervisors
DATE 12/7/2011	DATE 16/5/11
IN ACCORDANCE WITH ARS \$11-852 THIS CONTRACT AMENDMENT HAS BEEI CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWE	N REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS RS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE	1
By: Davley Mr Beh	By: Mujullung
Assistant Attorney General	Bryah B. Chambers

# FOR CONTRACT SERVICE: Case Management PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-11 TO 6-30-12

4	D	E	0	30	м	M	
-	r	ᆮ		34	ж	м	_

Number of Positions			Salary for Contract Period	% Allocated to Service A+ D = Total		Te	otal Service Cost	ם	ES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	\$	26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50%	S	17,711	\$	17,711
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	Š	11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50%		15,267	Ś	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	\$	16,047	Ś	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%	-	10,546	Š	10,546
TOTAL P	ERSONNEL	COST:				\$	110,334	\$	98,426

**2 EMPLOYEE RELATED EXPENSES** 

item	m Basis			Service Cost		DES Cost	
Health Insurance		\$595.83 per mo x 12 mo X 1 @ 25% \$595.83 per mo x 12 mo X 5 @ 50%			1,787 17,875	\$	1,787 17,875
FICA	0.0765	X	\$110,334	\$	8,441	\$	4,220
Workman's Comp	0.003	x	\$110,334	\$	331	\$	166
Retirement	0.1075	X	\$110,334	\$	11,861	\$_	5,930
TOTAL ERE COST:					40,295	\$	29,978

**3 PROFESSIONAL AND OUTSIDE SERVICES** 

Item	Basis	Service Cost	DES Cost
N/A	,	\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:			\$ -

#### **4 TRAVEL**

7 1101722						
Item	Basis	Service (	Cost	DES Cost		
Gas/Vehicles/Maint	\$300 per month x 12 months	\$	3,600	\$	3,600	
Per Diem	\$42 per day for 20 days for 5 FTE's	<b>.</b> \$	4 <u>,</u> 200	\$	4,200	
TOTAL TRAVEL COSTS:		\$	7,800	\$	7,800	

5 SPACE

Item	Basis	Serv	Service Cost		
Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	20,076	\$	12.046
	(inclused elctricity, cleaning, water, etc.)		•		•••
Sparkletts/Other Space Expense	\$100 x 12 months	\$	1,200	\$	240
TOTAL SPACE COSTS:		\$	21,276	\$	12,286

EQ			

Item	Basis	Service Cost	DES Cost
N/A			
TOTAL EQUIPMENT COSTS:		<u> </u>	\$ -
			<u> </u>

# 7 MATERIALS & SUPPLIES

Item	Basis	Serv	Service Cost		
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	8,489
Postage	\$250 per month x 12 months	\$	3,000	\$	1,200
TOTAL MAT & SUPP COSTS:		<u> </u>	17,400	\$	9,689

# **8 OPERATING SERVICES**

Item	Basis	Service Cost		DES Cost	
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's	\$	3,000	\$	3,000
	(inlcudes flight, hotel & registration)	\$	3,000	\$	3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 In local papers	\$	800	\$	800
Local Fax, 800 Line, Phone Line & Service \$1,713.30 x 12 months					
Maintenance, Leases Agreements & Membe	erships/Dues	\$	20,560	\$	14,340
TOTAL OPERATING SERVICE COSTS:		\$	27,360	\$	21,140

# 9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		<b>_</b>	\$ -

ı	10	SUBTOTAL ADMINISTRATIVE COSTS:	 224,465 \$ 179	,319
			 ## <del>7,700 \  110</del>	,,,,,,

11 VOUCHERS

ltem				Ser	vice Cost	1	DES Cost
1	LIHEAP	77		\$	243,108	\$	243,108
2	LIHCON	<i>7</i> 8		\$	7,013	\$	7,013
3	LLVG			\$	•	\$	•
4	NHN	<i>70</i>		\$	865	Š	865
5	TANF	49		Ś	19,293	Š	19,293
6	ESG	17		Š	6,659	Š	6,659
TOTAL \	OUCHER CO	its:		\$	276,938	\$	276,938
13	2		TOTAL COSTS:	\$	501,403	\$	456,257
			REVENUE SOURCES:				
			DES Case Mgt.	\$	456,257	\$	456,257
			Gila County	Ś	45,146	•	,
			TOTAL REVENUE:	\$	501,403	\$	456,257
			TOTAL REVENUE:	\$	501,403	\$	456,257

# FOR CONTRACT SERVICE: Community Services PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-11 TO 6-30-12

1	PE	RS	ON	IN	ĒL
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Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		То	tal Service Cost	D	ES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50%	Ŝ	40,997	\$	4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50%	•	17,711	Š	3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50%	Š	27.623	Š	5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50%		13,954	Š	5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50%	-	16,443	Š	6,577
1	1	Program Manager	\$47,632	25%+25=50%	50%	•	23,816	Š	23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50%	•	15,267	Š	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	•	16,047	Š	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%	•	10,546	Š	10,546
TOTAL PE	ERSONNEL	COST:			_	\$	182,404	\$	91,002

# **2 EMPLOYEE RELATED EXPENSES**

Item	Basis			Ser	vice Cost	D	ES Cost
Health Insurance	\$595.83 per r	no x 12 r	no X 1 @ 5%	\$	357	\$	357
			no X 2 @ 10%	\$	1,430	\$	1,430
	\$595,83 per r	no x 12 r	по Х 2 @ 20%	\$	2,860	\$	2,860
	\$595.83 per r	no x 12 r	no X 4 @ 50%	\$	14,300	\$	14,300
FICA	0.0765	x	\$182,404	\$	13,954	\$	6,977
Workman's Comp	0.003	х	\$182,404	\$	547	\$	274
Retirement	0.1075	X	\$182,404	\$	19,608	\$_	9,804
TOTAL ERE COST:	· · · · · · · · · · · · · · · · · · ·	_		\$	53,056	\$	36,002

# 3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	_	Service	Cost	DES	S Cost
N/A			\$	_	\$	
TOTAL PROF & OUTSIDE COSTS:		_	\$	_	\$	

# 4 TRAVEL

Item	Basis	Serv	ice Cost	DI	ES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	6,000
Per Diem .	\$42 per day for 20 days for 5 FTE's	\$	4,200	_\$	4,200
TOTAL TRAVEL COSTS:		\$	10,200	\$	10,200

# 5 SPACE

ltem	Basis	Ser	vice Cost	DE	S Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	20,076	\$	8,154
N/A	(Inclused elctricity, cleaning, water, etc.)	æ		•	
		<u> </u>	-	Þ	
TOTAL SPACE COSTS:		\$	20,076	\$	8,154

EΩ		

ttern 6 EQUIPMENT	Basis		ndeo Coct		E0 01
Scanners	3 @ \$300 based on IT quote	\$	rvice Cost 900	\$	ES Cost 900
TOTAL EQUIPMENT COSTS:	0 @ \$000 BB664 (1111 4B6B)	\$	900		900
		<u>_</u>			
7 MATERIALS & SUPPLIES					
Item	Basis	Se	rvice Cost	_ D	ES Cost
N/A		\$		\$	•
TOTAL MAT & SUPP COSTS:		\$	-	\$	
8 OPERATING SERVICES					
Item	Basis	Se	rvice Cost	Ď	ES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$	1,000	\$	1,000
Local Fax, 800 Line, Phone Line & Serv					
Maintenance, Leases Agreements & Me		\$	12,000	\$	12,000
TOTAL OPERATING SERVICE COSTS	<u>3:</u>	- \$	13,000	\$	13,000
A INDIDICT COSTS					
9 INDIRECT COSTS	Basis				
NA	D6918		rvice Cost	\$	ES Cost
TOTAL INDIRECT COSTS:		-\$		\$	
				<u> </u>	-
10	SUBTOTAL ADMINISTRATIVE COSTS:	\$	279,636	\$	159,258
			E1 0,000		100,200
11 VOUCHERS					
ltern		Sei	vice Cost	DI	ES Cost
Vouchers - Direct Client Services	Average \$500 x 122 households	\$		\$	61,000
TOTAL VOUCHER COSTS:		\$	61,000	\$	61,000
12	TOTAL COSTS:	\$	340,636	\$	220,258
	REVENUE SOURCES:				
	DES CSV	\$	220,258	\$	220,258
	Gila County	Š	120,378	•	
	TOTAL REVENUE:	\$	340,636	\$	220,258
•		<u> </u>		<u> </u>	- 1
	TOTAL REVENUE:	-	040 000	_	200 050
	IVIAL REVERUE:	\$	340,636	\$	220,258



# Intergovernmental Agreement CONTRACT AMENDMENT

CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE111073001
Gila County Division of Health and Community Service	
5515 S. Apache Ave., Suite 200	
Globe, Arizona 85501	3. AMENDMENT NUMBER TWO (2)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the Terms and Conditions, Levels of Service se	ection, the purpose of this amendment is to:
Add funding for the contract period beginning July 1, 2011	through June 30, 2012:
The reimbursement ceiling for the service for Case Manage increase of \$426,729.	ement is increased from \$480,974 to \$907,703. This is an
The reimbursement ceiling for the service for Community Sincrease of \$150,000.	Services is increased from \$163,557 to \$313,557. This is an
The cumulative reimbursement ceiling for the contract period	od July 1, 2011 to June 30, 2015 is: \$1,242,635.13.
Therefore, the Itemized Service Budgets for the service of	Case Management (Attachment A) and Community Services
(Attachment B) are revised and attached.	<b>,,</b>
•	
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS	OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR
AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFF OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND	FECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE  I. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE  THE CONTRACTOR TO THIS CONTRACT.
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR
$\sim$	Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUALS SHULLAW (I WILL)
TYPED NAME	TYPED NAME
Elizabeth G. Csaki, CPPB	Michael A. Pastor
TITLE Contract Administration Procurement Manager	Chairman, Gila County Board of Supervisors
DATE	DATE
6/28/2011	6-7-11
IN ACCORDANCE WITH ARS \$11-852 THIS CONTRACT AMENDMENT HAS BEE CONTRACT AMENDMENT IS IN APPROPRIATE FORMAND WITHIN THE POWE	IN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS RS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE	,
By: Barbara Mr Bohen	BY: MMMM/ Mully
Assistant Attorney General	Public Agency Legal Counsel
	Bryan B. Chambers
Date: 6 - 5/1/	Chief Deputy County Attorney

# FOR CONTRACT SERVICE: Case Management PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-11 TO 6-30-12

1	PE	RS	ON	IN	EL

			Salary for			T-	tal Service		
Number of		5 145 2141 -	Contract	% Allocated to Service A+		10		_	
Positions	FTE Level	Position Title	Period	D = Total			Cost	<u>U</u>	ES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	\$	26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50%	\$	17,711	\$	17,711
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50%	\$	15,267	\$	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	\$	16,047	\$	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%	\$	10,546	\$	10,546
TOTAL P	ERSONNEL	. COST:		_		\$	110,334	\$	98,426

**2 EMPLOYEE RELATED EXPENSES** 

Item	Basis			Serv	ice Cost	D	ES Cost
Health Insurance	•		mo X 1 @ 25% mo X 5 @ 50%	\$ \$	1,787 17,875	\$ \$	1,787 17,875
FICA	0.0765	x	\$110,334	\$	8,441	\$	4,220
Workman's Comp	0.003	x	\$110,334	\$	331	\$	166
Retirement	0.1075	X	\$110,334	\$	11,861	\$	5,930
TOTAL ERE COST:				\$	40,295	\$	29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

ltem	Basis	Service Cost	DES Cost		
NA		\$ -	\$ -		
TOTAL PROF & OUTSID	E COSTS:	<u> </u>	\$ .		

**4 TRAVEL** 

item	Basis	Servi	Service Cost		
Gas/Vehicles/Maint	\$225 per month x 12 months	\$	2,700	\$	2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$	4,200	\$	3,326
TOTAL TRAVEL COSTS:		\$	6,800	\$	5,588

5 SPACE

ltem	Basis		Service Cost		
Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	20,076	\$	10,038
	(inclused elctricity, cleaning, water, etc.)		•	•	-•
Sparkletts/Other Space Expense	\$100 x 12 months	\$	1,200	\$	240
TOTAL SPACE COSTS:		\$	21,276	\$	10,278

_		 _			
-	EQ		м		
•			131	-	

Item	Basis	Service Cost DES Cost
N/A		
		\$ - \$ <b>-</b>
TOTAL EQUIPMENT COSTS:		<u> </u>

# 7 MATERIALS & SUPPLIES

Item	Basis	Sen	Service Cost		
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	8,489
Postage	\$250 per month x 12 months	\$	3,000	\$	1,200
TOTAL MAT & SUPP COSTS:		\$	17,400	\$	9,689

# **8 OPERATING SERVICES**

Item	Basis	Serv	ice Cost	D	ES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's	\$	3,000	\$	3,000
	\$1500 for out of state training for 2 FTE's				
	(inloudes flight, hotel & registration)	\$	3,000	\$	3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$	800	\$	160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months				
Maintenance, Leases Agreements & Membe	erships/Dues	\$	20,560	\$	10,280
TOTAL OPERATING SERVICE COSTS:		\$	27,360	\$	16,440

# 9 INDIRECT COSTS

item	Basis	Service Cost	DES Cost
N/A	·-	\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ .	\$ -

40	SUBTOTAL ADMINISTRATIVE COSTS:		223.565	170,399
	ODIVIAL ADMINISTRATIVE COSTS.	Ð	223,000 4	p 170,333

11 VOUCHERS

Item				Ser	vice Cost	Ê	DES Cost
1	LIHEAP	77	-	\$	222,500	\$	222,500
2	LIHCON	78		\$	7,013	\$	7,013
3	LLVG			\$	-	\$	-
4	NHN	70		\$	865	\$	865
5	TANF	49		\$	19,293	\$	19,293
6	ESG	17		\$	6,659	\$	6,659
TOTAL Y	<b>VOUCHER CO</b>	STS:		\$	256,330	\$	256,330
1.	2		TOTAL COSTS:	\$	479,895	\$	426,729

**REVENUE SOURCES:** 

DES Case Mgt. 426,729 \$ 426,729 Gila County
TOTAL REVENUE: 53,166 479,895 426,729

**TOTAL REVENUE:** 479,895 \$ 426,729

# FOR CONTRACT SERVICE: Community Services PROVIDER NAME: Glia County Community Action Program CONTRACT PERIOD: 7-01-11 TO 8-30-12

				E	

Number of			Salary for Contract	% Allocated to Service A+ D		To	tal Service		,
Positions	FTE Level	Position Title	Period	= Total	_		Cost	D	ES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50%	\$	40,997	\$	4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50%	\$	17,711	\$	3.542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50%	Ś	27.623	\$	5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50%	\$	13,954	\$	5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50%	\$	16,443	\$	6,577
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50%	\$	15,267	Š	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	Š	16.047	\$	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%	\$	10,546	\$	10,546
TOTAL P	ERSONNEL	COST:				\$	182,404	\$	91,002

#### **2 EMPLOYEE RELATED EXPENSES**

item	Basis			Ser	Service Cost		ES Cost
Health Insurance	\$595.83 per r	no x 12 i	mo X 1 @ 5%	\$	357	\$	357
	\$595.83 per r	no x 12 :	mo X 2 @ 10%	\$	1,430	\$	1,430
	\$595.83 per r	no x 12 i	mo X 2 @ 20%	\$	2,860	\$	2,860
	\$595.83 per r	no x 12 i	mo X 4 @ 50%	\$	14,300	\$	14,300
FICA	0.0765	×	\$182,404	\$	13,954	\$	6,977
Workman's Comp	0.003	x	\$182,404	\$	547	\$	274
Retirement	0.1075	x	\$182,404	\$	19,608	\$	9,804
TOTAL ERE COST:				\$	53,056	\$	36,002

# **3 PROFESSIONAL AND OUTSIDE SERVICES**

ltem	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE (	COSTS:	\$ -	\$ -

# 4 TRAVEL

Item	Basis		rice Cost	e Cost DES	
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	_\$	4,200	\$	2,632
TOTAL TRAVEL COSTS:		- \$	10,200	\$	8,332

# 5 SPACE

item	Basis	Servi	ce Cost	DES Cost
N/A		\$	•	\$ -
TOTAL SPACE COSTS:		3		•

FO		

ltem	Basis	Se	rvice Cost	C	ES Cost
N/A		\$	•	\$	*
TOTAL EQUIPMENT COSTS:		\$	•	\$	
7 MATERIALS & SUPPLIES					
tem	Basis	So.	rvice Cost		ES Cost
√A	Daois	\$	VICE COST	\$	E9 C081
TOTAL MAT & SUPP COSTS:		\$	-	\$	•
8 OPERATING SERVICES					
em	Basis	Ser	vice Cost	n	ES Cost
taff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$	1,000		1,000
ocal Fax, 800 Line, Phone Line & Serv	ice \$1.000 x 12 months				
aintenance, Leases Agreements & Me		\$	12,000	\$	3,600
OTAL OPERATING SERVICE COSTS		\$	13,000	Š	4,600
/A OTAL INDIRECT COSTS:		\$	-	\$ \$	-
OTAL INDIRECT COSTS:			-		
. 10	SUBTOTAL ADMINISTRATIVE COSTS:	\$	258,659	\$	139,936
44 1404451455					
11 VOUCHERS					
		Pr-	ulan Cont	DI	Q C4
om	Average \$500 x 19 households	Ser	vice Cost	_	8 Cost
em Duchere - Direct Client Services	Average \$500 x 19 households Average \$564 x 1 household	Serv \$	10,064	\$	10,064
em Duchere - Direct Client Services	Average \$500 x 19 households Average \$564 x 1 household	Serv \$ \$		_	
em Duchers - Direct Cllent Services		\$ \$ \$	10,064	\$	10,064 10,064
om Duchers - Direct Client Services DTAL VOUCHER COSTS:	Average \$564 x 1 household  TOTAL COSTS:	\$	10,064 <b>10,064</b>	\$ \$	10,064 10,064
om Duchers - Direct Client Services DTAL VOUCHER COSTS:	Average \$564 x 1 household	\$ \$	10,064 10,064 268,723	\$ \$	10,064 10,064 150,000
om Duchers - Direct Client Services DTAL VOUCHER COSTS:	Average \$564 x 1 household  TOTAL COSTS:  REVENUE SOURCES:  DES CSV	\$	10,064 10,064 268,723	\$ \$	10,064
em ouchers - Direct Client Services OTAL VOUCHER COSTS:	Average \$564 x 1 household  TOTAL COSTS:  REVENUE SOURCES:	\$ \$	10,064 10,064 268,723 150,000 118,723	\$ \$	10,064 10,064 150,000

**TOTAL REVENUE:** 

268,723 \$

150,000



# Intergovernmental Agreement CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
Gila County Division of Community Services 5515 South Apache Avenue, Suite 200	DE111073-001
Globe, AZ 85501	DE111073-001
·	3. AMENDMENT NUMBER One (1)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or N	Modifications section, the purpose of this amendment is to:
Add Funding: The reimbursement ceiling for the service Case Manager is an increase of \$35,143.00	ment is increased from \$445,831.00 to \$480,974.00. This
The reimbursement ceiling for the service Community Se increase of \$13,557.00	rvice is increase from \$ 150,000.00 to \$163,557.00. This is an
Reduce Funding: The reimbursement ceiling for the service of Community \$21,585.00 to the available amount of \$ 21,375.13. This	Service – ARRA is decreased from the estimated amount of is a decrease of \$189.87.
The cumulative reimbursement ceiling for the contract pe	riod July 1, 2010 through June 30, 2011 is: \$665,906.13.
Therefore, the Itemized Service Budget for the service Carachment B), and Community Service – ARRA (Attach	ase Management (Attachment A), Community Service ment C) is revised and attached.
Revise: Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcon 25 <sup>th</sup> of each calendar year. The Contractor shall <b>NOT</b> subdata within the Annual CSBG IS (See Exhibit F). (Contractor Shall NOT)	nes Report (See Exhibit E) by October 25 <sup>th</sup> , January 25 <sup>th</sup> , April omit a Fourth Quarter Report, but shall include Fourth Quarter otor must utilize format specified by DES)."
AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND E OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HERE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIN	IS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR FFECT. THE AMENDMENT SHALL SECOME EFFECTIVE ON THE DATE IN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE ID THE CONTRACTOR TO THIS CONTRACT.
8. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth Csaki	Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
GG 2011	DATE 5/3/1/
IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BI CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POV	EEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS VERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE	Paragraf / Land 12
By: Assistant Attorney General	By: Public Agency Legal Counsel
/	Bryan B. Chambers
Date: 6/2///	Chief Deputy County Attorney Date: 5.3.201

# FOR CONTRACT SERVICE: Case Management

# PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-10 TO 6-30-11 Attachment A

1 PERSONNEL

Number of			Salary for Contract	% Allocated to Service A+ D		To	otal Service		
Positions	FTE Level	Position Title	Period	□ Total			Cost	D	ES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50%	\$	26,947	\$	26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50%	\$	17,711	\$	17,711
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	11.908
1	1	Case Manager	\$30,534	0%+50%=50%	50%	\$	15,267	\$	15.267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	\$	16,047	\$	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%	\$	10,546	\$	10,545
TOTAL P	<u>ERSONNEL</u>	COST:	•		_	\$	110,334	\$	98,425

2	FMPI	OYFF	RELAT	FD FXP	FNSES
-					

ltem	Basis			Service Cost		DES Cost	
Health Insurance	\$595.83 per r	no x 12 r	no X 1 @ 25%	\$	1,787	\$	1,787
	\$595.83 per r	no x 12 r	no X 5 @ 50%	\$	17,875	\$	17,875
FICA	0.0765	X	\$110,334	\$	8,441	\$	4,220
Workman's Comp	0.003	x	<b>\$110,334</b>	\$	331	\$	166
Retirement	0.0985	X	\$110,334	_\$	10,868	\$	<u>5,</u> 434
TOTAL ERE COST:				\$	39,302	\$	29,482

# 3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost		DES Cost	
N/A		 \$	-	\$	•
TOTAL PROF & OUTSIDE COSTS:		 \$	•	\$	•

# 4 TRAVEL

tem Basis		Servi	ce Cost	DE	S Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$	2,700	\$	2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$	4,200	\$	3,326
TOTAL TRAVEL COSTS:		\$	6,900	\$	5,588

#### 5 SPACE

item	Basis	Serv	ice Cost	DES Cost		
Rent - Globe Office	Rent \$1,673 monthly X 12 months	\$	20,076	\$	10,038	
	(Inclused elctricity, cleaning, water, etc.)					
Sparkletts/Other Space Expense	\$100 x 12 months	\$	1,200	\$	240	
TOTAL SPACE COSTS:		\$	21,276	\$	10,278	

	Basis	Sen	rice Cost	DES Cost		
N/A		\$	-	\$	_	
TOTAL EQUIPMENT COSTS:		\$		\$	+ .	
7 MATERIALS & SUPPLIES						
tem	Basis	Sen	rice Cost	D.	ES Cost	
Peneral Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	10,800	
Postage	\$250 per month x 12 months	\$	3,000	\$	1,20	
OTAL MAT & SUPP COSTS:  8 OPERATING SERVICES		\$	17,400	\$		
8 OPERATING SERVICES	Basis		rice Cost	D	ES Cost	
OTAL MAT & SUPP COSTS:	Basis \$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's	Sen \$		<u> </u>	ES Cost	
8 OPERATING SERVICES	\$1000 for training sessions for 3 FTE's		rice Cost	D(	ES Cost 3,000	
8 OPERATING SERVICES	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's	\$	rice Cost 3,000	Di \$	ES Cost 3,000 3,000	
8 OPERATING SERVICES bem Staff Training & Registration Printing, Publishing & Advertising Costs ocal Fax, 800 Line, Phone Line & Services	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)  4 publications @ \$200 in local papers ice \$1,713.30 x 12 months	\$	3,000 3,000 800	Di \$ \$	ES Cost 3,000 3,000	
8 OPERATING SERVICES bern Staff Training & Registration Printing, Publishing & Advertising Costs	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (incudes flight, hotel & registration)  4 publications @ \$200 in local papers ice \$1,713.30 x 12 months imberships/Dues	\$	rice Cost 3,000 3,000	Di \$ \$	12,000 ES Cost 3,000 3,000 160 9,763 15,923	

item	Basis	Sen	vice Cost	DES Cost		
N/A		\$	-	\$		
TOTAL INDIRECT COSTS:		- \$	•	\$	, •	
10	SUBTOTAL ADMINISTRATIVE COSTS:		222,572	ē.	171,696	

VC		

235,210 28,172	_ <b>\$</b>	225 240
29 172	-	235,210
20,112	\$	28,172
8,259	\$	8,259
865	\$	865
30,113	\$	30,113
6,659	\$	6,659
309,278	\$	309,278
	6,659	6,659 \$

1	12	TOTAL CUSTS:	\$ 531,8	60 <b>\$</b>	480,974

**REVENUE SOURCES:** 

DES Case Mgt. 480,974 \$ 480,974 Gila County 50,876 480,974 **TOTAL REVENUE:** 531,850 \$ 480,974 **TOTAL REVENUE:** 531,850 \$

CMT-A Case Management ISB 10-11 Submitted 04/23/2010 Revised 3/17/2011

# FOR CONTRACT SERVICE: Community Services

# PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-10 TO 6-30-11

Attachment B

1	P	EF	25	0	N	N	EL
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Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		To	tal Service Cost	٥	ES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50%	\$	40,997	\$	4,100
•	i	Community Services Deputy Director	\$67,309	50%+0=50%	50%	\$	33,655	\$	3,365
1	i	Divisional Program Manager	\$55,245	50%+0=50%	50%	\$	27,623	\$	5,524
i	i	Divisional Special Projects	\$27,908	50%+0=50%	50%	\$	13,954	\$	5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50%	\$	16,443	\$	6,577
1	1	Program Manager	\$47,632	25%+25=50%	50%	\$	23,816	\$	23,816
1	<u> </u>	Case Manager	\$30,534	0%+50%=50%	50%	\$	15,267	\$	15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50%	•	16,047	\$	16,047
1	1	Clerk	\$21,091	0%+50%=50%	50%		10,546	\$	10,546
TOTAL PI	ERŞÇNNEL		<del></del>			\$	198,348	\$	90,824

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Sen	/ice Cost	D	ES Cost
Health Insurance	\$595.83 per n	no x 12 r	no X 2 @ 5%	\$	715	\$	715
Health Hadianoc			no X 1 @ 10%	\$	715	\$	715
			no X 2 @ 20%	\$	2,860	\$	2,860
			no X 4 @ 50%	\$	14,300	\$	14,300
FICA	0.0765	X	\$198,348	\$	15,174	\$	7,587
Workman's Comp	0.003	x	\$198,348	\$	595	\$	298
Retirement	0.0985	х	\$198,348	\$	19,537	\$	9,769
TOTAL ERE COST:	<b>4.4.</b>		•	\$	53,896	\$	36,244

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Servic	e Cost _	DES Cost	
N/A		\$	- ;	5 -	
	re.	\$	. !	-	_
TOTAL PROF & OUTSIDE COST	3:				=

4 TRAVEL

Item	Basis	Service	o Cost	DE	8 Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$	6,000	\$	5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$	4,200	\$	2,632
TOTAL TRAVEL COSTS:		\$	10,200	\$	8,332

_	_	_	-	_	_
-	- 12	•		•	_

item	Basis	Service Cost	DES Cost
N/A		- \$ -	\$
TOTAL SPACE COSTS:		S -	\$ -
TOTAL SPACE COSTS.			

6 EQUIPMENT	Basis		rvice Cost		ES Cost
N/A		\$		\$	•
OTAL EQUIPMENT COSTS:		\$	-	\$	•
T MATERIAL C 9 CURRI IEC					
7 MATERIALS & SUPPLIES tem	Basis	Sei	rvice Cost	DI	ES Cost
VA		\$	-	\$	-
TOTAL MAT & SUPP COSTS:		\$	-	\$	•
8 OPERATING SERVICES					
tem	Basis	Sei	rvice Cost	DI	ES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$	1,000	\$	1,000
Local Fax, 800 Line, Phone Line & Servi		•	40.000		0.000
Maintenance, Leases Agreements & Mei		\$	12,000		3,600
TOTAL OPERATING SERVICE COSTS	•	<u> </u>	13,000	\$	4,600
tem N/A	Basis	\$	rvice Cost	\$	ES Cost
TOTAL INDIRECT COSTS:		\$		\$	
10	SUBTOTAL ADMINISTRATIVE COSTS:	\$	275,444	\$	140,000
					-
11 VOUCHERS			rvice Cost		ES Cost
/cuchers - Direct Client Services	Average \$500 x 46 households	\$	23,557	\$	23,557
TOTAL VOUCHER COSTS:	Average \$557 x 1 household	\$	23,557	\$	23,557
12	TOTAL COSTS:	\$	299,001	\$	163,557
	REVENUE SOURCES:				
	DES CSV	\$	163,557	\$	163,557
	Gila County	\$	135,444		400
	TOTAL REVENUE:	<u>\$</u>	299,001	\$	163,557
	TOTAL REVENUE:	\$	299,001	\$	163,557
CSV-B ISB 10-11					

CSV-B ISB 10-11 Submitted 04/23/10 Revised 3/17/2011

# FOR CONTRACT SERVICE: Community Services AARA (Stimulus)

# PROVIDER NAME: Glia County Community Action Program CONTRACT PERIOD: 7-01-10 TO 9-30-10 Attachment C

1	P	ER	S	Ol	N	N	EL

clients for CARE Fair and EITC activities.

TOTAL MAT & SUPP COSTS:

1	PERSONNEL					
Number of Positions		Position Title	Salary for Contract Period	% Allocated to Service A+	Total Service Cost	DES Cost
N/A					\$ -	\$ -
TOTAL P	ERSONNEL COST:			The state of the s	\$ <u>-</u>	\$ -
•	EMPLOYEE RELATE	n EVDENGER				
<del></del> Item	EMPLOTEE RELATE	Basis			Service Cost	DES Cost
N/A	•				\$ -	\$ -
	RE COST:				\$ -	\$ -
			• **			
	PROFESSIONAL AN	D OUTSIDE SERVICES Basis			Service Cost	DES Cost
item N/A		Dasis			\$ -	\$ -
	ROF & OUTSIDE COS	STS:			\$ -	\$ -
I O I AL I	<u> </u>					
4	TRAVEL	- <u></u>				
ltem		Basis			Service Cost	DE\$ Cost
N/A					\$ - \$ -	\$ - \$ -
TOTAL I	RAVEL COSTS:				3 -	<del>* -</del>
	SPACE				D==1== O==4	DES Cost
Item		Basis			Service Cost \$ -	\$ -
NA TOTAL 6	PACE COSTS:				\$ -	\$ -
IUIAL	PACE COSTS:			<u></u>		<u> </u>
	EQUIPMENT	Basis	<u></u>	· ·	Service Cost	DES Cost
item N/A	· · · · · · · · · · · · · · · · · · ·	Dasis			\$ -	\$ -
	QUIPMENT COSTS:				\$ -	\$ -
	COLUMNIT AAAL		<del>*</del>			
	MATERIALS & SUPP				Service Cost	DES Cost
Outrooch	/media materials & sup	Basis	50 v 150 ind	ividuals for both activites		\$ 7,875.13
Oureach	/media matenais & sup	hiras ioi — Whirox \$25	ひしょ いじい いし	IAIMROID IOI DOILI GOTIAIGE	4 7,070.10	4 1,010,10

\$ 7,875.13 \$ 7,875.13

•		ED	4	121~	CEDI	BOES
•	Ur	EK	AΙ	เหษ	3EK	VICES

Item	Basis	Service Cost	DES Cost	
N/A		\$ -	\$ -	
TOTAL OPERATING SERVICE CO	STS:	<u> </u>	\$ -	

# 9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

THE TO SELECT SUBTOR	APADMINISTRATIVE OSIES ESTAVISES ESTAVISES
The state of the s	

# 11 VOUCHERS

Item		Serv	ice Cost	D	ES Cost
Vouchers - Direct Client Services	Average \$500 x 27 households	\$	13,500	\$	13,500
TOTAL VOUCHER COSTS:		\$	13,500	\$	13,500

THE REPORT OF STREET STREET STREET

# **REVENUE SOURCES:**

CPIP CSV \$ 21,375.13 \$ 21,375.13 TOTAL REVENUE: \$ 21,375.13 \$ 21,375.13

TOTAL REVENUE: \$ 21,375.13 \$ 21,375.13

CSV-C ISB 10-11 Submitted 07/08/10 Revised 12/07/10



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to ex	scute and administer contracts under Insert-Contractor Authority
Here and.	A.R.S §11-201 et. seq. and
•	A.R.S §11-251 et. seq.
WHEREAS the Department and the Contractor are for joint or cooperative action to contract for the sen	authorized by A.R.S. 611-952 at again to autoriate assessed
THEREFORE, the Department and Contractor ag Contract.	ree to abide by all the terms and conditions set forth in this
BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTO THE CONTRACTOR TO THIS CONTRACT.	OR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND
FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY	FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMENTY/SERVICES
Csaki_	Mular / I faits
Procureme : Officer Signature	Signature
Printed Name G. Csakl, CFPB	Michael A. Pastor  Printed Name
	Chairman, Board of Supervisors
Title Totossiumai Sorvioss Prostational Managor	7/6/10
Date 8   18   20   0	Date
DE111073-001	
ADES Contract Number	•
IN ACCORDANCE WITH A.R.S. §11-952 THIS CO WHO HAVE DETERMINED THAT THIS CONTRAC AND AUTHORITY GRANTED TO EACH RESPECTIVE	PATRACT HAS BEEN REVIEWED BY THE UNDERSIGNED T IS IN APPROPRIATE FORM AND WITHIN THE POWERS WE PUBLIC BODY.
ARIZONA ATTORNEY GENERAL'S OFFICE	
By: Norfan M. Boh.	By: Mayoulllanlly
dul	Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: 8//6//0	Date: 6 -73-2010

#### TERMS AND CONDITIONS

#### 1.0 **Parties**

This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security 1.1 (ADES), and the Gila County Division of Health & Community Services .

#### 2.0 Term of Agreement and Option to Extend

- Term See section 5.0 Contract Term in the Scope of Work. 2.1
- The parties agree that if similar services were provided by the Contractor prior to the date of last signature, 2.1.1 but no earlier than July 1, 2010, those services may be compensated under this agreement.
- The parties agree that if similar services were provided by the Contractor after the end date of the contract, 2.1.2 those services shall not be compensated under this agreement.
- 2.2. Extension
- This agreement may be extended through a written amendment by mutual agreement of the parties. 2.2.1

#### 3.0 Purpose of Agreement

The purpose of this agreement is to contract for services which address the causes of poverty in local 3.1 areas and to provide emergency services which alleviate crisis situations.

#### 4.0

- "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the 4.1 purpose of making changes in the Contract.
- 4.2 "Contractor" means any person who has a Contract with the State.
- "Days" means calendar days unless otherwise specified. 4.3
- "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated. 4.4
- "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, 4.5 software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 4.6 "Exhibit" means any item labeled as an Exhibit.
- "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more 4.7 than nominal value, present or promised, unless consideration of substantially equal or greater value is
- "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but 4.8 does not include land, a permanent interest in land or real property or leasing space. 4.9
- "May" indicates something that is not mandatory but permissible.
- "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into 4.10 and administer Contracts and make written determinations with respect to the Contract.
- "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not 4.11 involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements. 4.12
- Shall, Must indicates a mandatory requirement.
- "Should" Indicates something that is recommended but not mandatory. If the Contractor fails to provide 4.13 recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or 4.14 between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- "State" means the State of Arizona and Department or Agency of the State that executes the Contract. 4.15
- 4.16 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect 4.17 himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

#### 5.0 Manner of Financing

See section 4.0 Funding in the Scope of Work. 5.1

#### 6.0 Service Descriptions

See Scope of Work for descriptions of each service. 6.1

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7.0 Responsibilities

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- 7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

9.0 <u>Amendments or Modifications</u>

- 9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to after any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
- 9.2.1 Change of telephone number;
- 9.2.2 Change in authorized signatory; and/or
- 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

# 10.0 Applicable Law

- 10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other indian organizations are exempt from these lobbying restrictions with respect to expanditures that are specifically permitted by other federal law.
- The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

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10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bipartisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

# 11.0 Arbitration

In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

# 12.0 Assignment and Delegation.

12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### 13.0 Audh

- In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall Include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.

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- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

# 14.0 Availability of Funds for the Current State Fiscal Year

- 14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor:
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

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14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

# 15.0 Availability of Funds for the Next State Fiscal Year

- 15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.
- 15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

#### 16.0 Background Checks for Employment through the Central Registry

- 16.1 If providing direct services to children or vulnerable adults, the following shall apply:
- 16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.
- 16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

# 17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

# 18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

#### 19.0 Confidentiality

The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

# 20.0 Code of Conduct

- 20.1 The Contractor shall avoid any action that might create or result in the appearance of:
- 20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 20.1.2 Acting on behalf of the State without appropriate authorization;
- 20.1.3 Provided favorable or unfavorable treatment to anyone;
- 20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State:
- 20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
- 20.2.6 Loss of impartiality when advising the State.

# 21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

#### 22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

## 23.0 Cooperation

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23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

# 24.0 Data Sharing Agreement

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

#### 25.0 Disposition of Property

- 25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract.

  The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

# 26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

# 27.0 <u>Evaluation</u>

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27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

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- other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

#### 28.0 E-Verify

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28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

# 29.0 Fair Hearings and Service Recipients' Grievances

- 29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

# 30.0 Federal immigration and Nationality Act

- 30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### 31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

#### 32.0 Fingerprinting

- 32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

- 32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

# 33.0 Force Maleure

- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

#### 34.0 <u>Inclusive Contractor</u>

34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### 35.0 Indemnification

- 35.1 Indemnification for Contractor:
- 35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 35.2 Indemnification for Subcontractor
- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnites") from and against any and

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all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be Indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

#### 36.0 Insurance Requirements

- 36.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 36.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
  - A. <u>Minimum Scope And Limits Of Insurance:</u> Contractor shall provide coverage with limits of liability not less than those stated below.
    - . Commercial General Liability Occurrence Form
      Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$2,000,000
<b>.</b>	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•:	Blanket Contractual Liability - Written and Oral	\$1,000,000
•	Fire Legal Liability	\$ 50,000
•	Each Occurrence	\$1,000,000

- The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

#### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Arizona Department of

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Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.

- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

# 3. Worker's Compensation and Employers' Liability

ě	Workers' Compensation	Statutory
•	Employers' Liability	•
	Each Accident	\$ 500,000
	Disease – Each Employee	\$ 500,000
	Disease - Policy Limit	\$1,000,000

- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 4. Professional Liability (Errors and Omissions Liability)
  Each Claim \$1,000,000
  Annual Aggregate \$2,000,000
  - a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

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the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

D. Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. <u>Verification Of Coverage:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>Subcontractors</u>; Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
  - G. <u>Approval:</u> Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
  - H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the Insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

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As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

#### 37.0 IT 508 Compliance

Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### 38.0 Levels of Service

- 38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 38.3 Any administration within the Department may obtain services under this contract.
- 38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

#### 39.0 Monitoring

The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

# 40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

# 41.0 Non-Discrimination

- 41.1 In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.
- 41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1864 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1984, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

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shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Contractor contact person and phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)"

# 42.0 No Parole Evidence

Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

#### 43.0 No Walver.

43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### 44.0 Notices

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- 44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.
- 44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.
- 44.3 All notices shall reference the contract number.
- 44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
- 44.4.1 Change of telephone number.
- 44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
- 44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

# 45.0 Offshore Performance Of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

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# 46.0 Order of Precedence

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- In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 1. Terms and Conditions;
  - 2. Scope of Work;
  - 3. Attachments:
  - 4. Exhibits.

# 47.0 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

#### 48.0 Pandemic Contractual Performance

- 48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
- 48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
- 48.1.2 Alternative methods to ensure there are services or products in the supply chain.
- 48.1.3 An up to date list of company contacts and organizational chart.
- 48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- 48.2.1 After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
- 48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
- 48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

### 49.0 Payments

- Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement celling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract
- 49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

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- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

# 50.0 Payment Recoupment

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated:
- 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department:
- 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;
- 50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services:
- 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement celling;
- 50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 50.1.10 Any payments made for services rendered after the contract termination date.

#### 51.0 Personnel

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

# 52.0 <u>Predecessor and Successor Contracts</u>

52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

### 53.0 Professional Standards

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

#### 54.0 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

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and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

# 65.0 Records

- Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor,
- 55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mendate an audit exception in the amount of the inadequately documented expenditures.
- Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

#### 56.0 Relationship of Parties

- The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

#### 57.0 Reporting Requirements

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

# 68.0 Responsibility for Payments Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

## 59.0 Right of Offset

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The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

## 60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

### 61.0 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

## 62.0 State's Contractual Remedies

- 62.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by taw or provided by the contract.
- 62.2 <u>Stop Work Order.</u> The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

### 63.0 Subcontracts

- The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.
- The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

## 64.0 Substantial Interest Disclosure

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

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- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

## 65.0 Supporting Documents and Information

In addition to any documents, reports or information required by any other section of this contract,

Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

## 66.0 Suspension or Debarment

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- The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.

### 67.0 Technical Assistance

67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

## 68.0 Termination

- This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 68.4 <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

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effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

## 68.6 Termination for Default.

- In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the fallure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required Insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 68.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 68.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 68.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

## **69.0 Third-Party Antitrust Violations**

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

## 70.0. <u>Transfer of Knowledge</u>

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

## 71.0 <u>Transition of Activities</u>

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition pian will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

## 72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

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incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
- 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 72.2.3 OMB Circular A-21 for educational institutions.
- 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

## 73.0 <u>Visitation, Inspection and Copying</u>

73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

## 74.0 Warranty of Services

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The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

### 76.0 Contract Documents

- 75.1 The following constitute an integral part of the contract:
- 75.1.1 Terms and Conditions
- 75.1.2 Scope of Work
- 75.1.3 Administrative Methodology
- 75.1.4 Service Methodologies
- 75.1.5 Attachments
- 75.1.6 Exhibits

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- , 1.0 DES Vision and Mission Statement
- 1.1 DES Vision Every child, adult, and family in the state of Arizona will be safe and economically secure.
- 1.2 DES Mission The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families
- 2.0 Community Action Program Services The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 **Definitions** See Exhibit A, as may be amended.
- 2.2 Community Services (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.
- Case Management (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.
- 2.4 General Transportation (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.
  - This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 Authority Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 4.0 Funding Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

FUND	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:  (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.  *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000.  *The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:  (1) Number of persons in poverty in the geographic area served  (2) Five percent of the overall funds is distributed only to rural counties.  *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000.  **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant - Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapal, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements:  (1) Number of persons in poverty in the geographic area served  (2) Number of persons unemployed in the geographic area served.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements:  (1) Number of persons in poverty in the geographic area served  (2) Number of persons unemployed in the geographic area served  (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements:  (1) Number of persons in poverty in the geographic area served  (2) Number of persons unemployed in the geographic area served  (3) Five percent (5%) of the overall funds is distributed only to rural counties.

### 5.0 Contract Term

- 5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.
- 6.0 Administrative Requirements The Contractor shall:
- 6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:
- 6.1.1 COATES Human Services Reauthorization Act of 1998
- 6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3 Stewart B. McKinney Homeless Assistance Act
- 6.1.4 ARS §46-241 Short Term Crisis Services
- 6.1.5 ARS §46-701 Utility Assistance
- 6.1.6 ARS §46-741 Neighbors Helping Neighbors
- 6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizone Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

- 6.2 Staffing and Security
- 6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3 Ensure that client/reciplent confidential information is maintained in a secure location.
- 6.3 Equipment
- 6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have internet capability).

## **Community Action Program Services**

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.
- 6.4 Service Provision
- 6.4.1 Provide services directly, as allowed, or through subcontractors.
- 6.4.2 Collect and report required client data.
- 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
- 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
- 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
- 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
- 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).
- 6.5 Networking
- 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
- 6.5.2 Form local partnerships with community agencies.
- 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
- 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
- 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.
- 6.6 Subcontract Related Service Provisions
- 6.6.1 Document all costs associated with provision of contract services.
- 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
- 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
- 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
- 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
- 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
- 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
- 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
- 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
- 8.6.12 Address client barriers to service.
- 8.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).
- 6.7 Monitoring and Evaluation
- 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

## **Community Action Program Services**

- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
- 6.7.3 Establish and implement a process for service/performance improvement.
- 6.7.4 Participate in DES/DAAS evaluation studies, when required.
- 7.0 General Reporting Requirements The Contractor shall:
- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
- 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
- 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
- 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
- 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
- 7.1.6 By June 30<sup>th</sup> annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1<sup>st</sup> (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
- 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 Items Provided by the Department The Department shall provide:
- 8.1 Funding allocation information, as needed.
- 8.2 A Contractor's Invoice and Statement of Expenditures form.

## 9.0 Community Services

- 9.1 Service Description
- 9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.
- 9.2 Service Information
- 9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:
  - 1. Low-income people become more self-sufficient
  - 2. The conditions in which low-income people live are improved
  - 3. Low-income people own a stake in their community
  - 4. Partnerships among supporters and providers of services to low-income people are achieved
  - 5. Agencies increase their capacity to achieve results
  - 6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

## 9.2.2 These goals will be accomplished through activities that:

- Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
- Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
- 3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
- 4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
- 5. Broaden the resource base of programs directed to the elimination of poverty.

## 9.3 Board Requirements - The Contractor shall:

## 9.3.1 Private, non-profit CAAs:

- 1. Select a Tripartite Governing Board that administers the services.
- 2. Ensure that the Tripartite Governing Board is comprised as follows:
  - 1. 1/3 are elected public officials, holding public office on the date of selection.
  - 2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
  - 3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
- Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
- 4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
  - 1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
  - Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
  - Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

## **Community Action Program Services**

- Establish and follow written procedures that describe how a low-income individual, community
  organization, religious organization, a representative of low-income individuals that considers its
  organization and low-income individuals to be inadequately represented on the board, petition for
  adequate representation on the Board.
- Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
- Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
- Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

### 9.3.2 Public CAAs Advisory Board:

 Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

### 9.4 Community Action Plan Requirements – The Contractor shall:

- 9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:
  - A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
  - 2. Contractors objectives that are aligned with the six national goals.
  - 3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
  - 4. A description of the service delivery system for services provided or coordinated with CSBG funds.
  - 5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
  - A description of how linkages will be developed to fills gaps in services through the provision of information, referrals, case management, and follow-up consultations.
  - 7. A description of how CSBG funds will be coordinated with other public or private resources.
  - A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
  - A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
  - 10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community- based organizations.
  - 11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

## 9.5 Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

## 9.6 Program Reporting Regulrements – The Contractor shall:

- 9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:
  - Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30<sup>th</sup> of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
  - Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES.

- 3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
- 4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
- 5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
- 6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
- 7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
- 8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.
- 9.7 Items Provided by the Department The Department shall provide:
- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

## **Community Action Program Services**

#### 10.0 Case Management

#### 10.1 Service Description

- 10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.
- 10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

#### 10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

## 10.2.2 All CAAs shall provide the following:

- 1. Case Management
- 2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

- 1. temporary shelter at hotels/motels for homeless persons,
- 2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
- 3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
- 4. special needs to secure or maintain employment.

## 10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

- 1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LiHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
  - 1. Utility payments or deposits for heating and cooling
  - 2. Temporary emergency shelter (if needed due to energy related crisis)
  - 3. Payment of water bills related to cooling (May 1 through October 1)
  - 4. Rental assistance where utility payment is included in the rent
- 10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:
  - 1. Utility payments or deposits for heating and cooling
  - 2 Payment of water bills related to cooling (May 1 through October 1)
  - 3. Rental assistance where utility payment is included in the rent

## **Community Action Program Services**

- Case Management Requirements (CAAs and designated LIHEAP agencies) The Contractor shall:
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
- 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
- 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
  - 1. An assessment of the client's resources and needs.
  - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
  - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
- 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
  - 1. Resolve any immediate crisis in a timely manner.
  - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
  - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
- 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
- 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
- 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
- 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- Short Term Crisis Services Requirements (CAAs only) The Contractor shall:
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
- 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) The 10.5 Contractor shall:
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
- 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
- 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
- 10.5.4 Utilize an in-house system to make payments to utility companies.
- Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) The 10.6 Contractor shall:
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
- 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- Program Reporting Requirements The Contractor shall:
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

### Community Action Program Services

- Monthly Case Management Report (All CAAs and designated LiHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
- 2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
- Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31<sup>st</sup> of each calendar year.
- 4. Social Services Block Grant Annual Report (All CAAs and designated LiHEAP agencies) (See Exhibit K) by August 31<sup>st</sup> of each calendar year.
- 5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
- 6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
- 7. Monthly CSBG American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
- 8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
- Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
- 10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
- Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
- 12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
- 13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
- 14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).
- 10.8 Items Provided by the Department The Department shall provide:
- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

## **ADMINISTRATIVE METHODOLOGY:**

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- 2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.
- 2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.
- 2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

## **ADMINISTRATIVE METHODOLOGY**

- 2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.
- 2.2.5 N/A Gila County CAP does not subcontract.

## 2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

## GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

## **COMMUNITY SERVICES METHODOLOGY**

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- 3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.
- 3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.
- 3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.
- 3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR	PRIVATE SECTOR	LOW INCOME

**Annie Hinojos** 

Margret Celix Robert Closs Barbara Leetham
Lyn Canning Audrey Opitz
Ramona Ortiz Norberto Waddell

- 3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.
- 3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients with in their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona. Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

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- 3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service. Gila County, HUD. Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.
- 3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the Home bound as well.
- 3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service. Veteran's Admin., and Job Core. Gila Literacy, Title I and all other required partners as suited in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Ston:

- a. Title I Adults. Youth. Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seusonal furm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- 2. Adult education literacy activities
- h. Vocational Rehabilitation Prog.

- I. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- 1. Trade Adjustment Asst/NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Mezeures
t income People Become More Self- Suncient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is carrently taying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many tayoffs and/or strikes.	Unemployed & obtained a job Achleved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizene many of the tow-income homeowners reside in unsafe housing and carried afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Glia County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The Issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill Identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
I Income People, Especially Vulnerable lations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to alabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

## GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

## CASE MANAGEMENT METHODOLOGY

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- 3.2.1 At imake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.
- #1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client CAHS case managers do not take applications over the phone or through the mail.
- #2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

\$3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobbying with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule, the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours, #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

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A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforced expenditures that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAIIS proposes to provide case management to all low income families and individuals meeting the CAIIS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

## 3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4)For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

- b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.
- c) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be; due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.
- d.) The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.
- e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophics identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.
- 3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL APPEAL FOR SOCIAL SERVICES
Glia County Communitiy Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7831

Date	:	6/11/2	010			
Dear:						
	Your application	n for social se	rvices has been app	roved. You will be receiving	j the follow	dng service:
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	Your application	n for social str	vices has been deal	ied. The reason(s) is/are:		
	Your income exce	red Federal pov	rriy levels.			
	You have already You MAY be eligi	received assist ble to reapply or	ence and by regulation	e cannol be assisted again at t	his time,	
	You failed to provi	ide requested ve	milication needed to co	omplete your application and k	o determina	eligibilky
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	Glia County CAP	had no contract	funds available et live	time to assist you.		
	You requested you	ur application no	t to be completed.			
	The program for w	/kich you apple	d required that you ha	ve a documentable crists in the	tome.	
	Other					
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		AH UOY	VE"THE RIGHT	TO APPEAL THIS DE	CISION	
of this no	ur aumorized	representati ase notify the	ve must do se in	mied you may appeal th writing within fifteen (1 ou wish to appeal this d	5) dave	on, if you wish to appeal of the mailing or delivery You will be assisted in
Case wor	ker Name:	Maria	<b>Brusoe</b>			
Caseworl	ker Signature:			Date:		8/11/2010

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The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5
A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

- Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.
- 3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005
- 3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

# GILA COUNTY DIVISION OF HLALTH COMMUNITY SERVICES ALLOCATED FUNDS REPORT SFY 2011

CONTRACTOR	<u>E#</u>	COUNTY	SVC	FUND SOURCE	COST TYPE	2011 AWARD	COMMENTS
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	COMMENIA
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	Ā	15,623.00	
GILA		GILA	CMT	NHN	- <del>V</del>	865.00	<del></del>
GILA		GILA	CMT	SSBGLP	A	8,352.00	Total:
GILA		GILA	CMT	TANF	S		Vouchers 255079
GILA		GILA	CMT	TANF	V	150,000.00	130,707,00
GILA		GILA	CMT	QWEST	Ā	0.00 1,082.00	19,293.00
GILA		GILA	CMT	ESG	P		
GILA		GILA	CMT	LIHCON	A	6,659.00	
GILA		GILA	CMT	LIHCON	v	1,473.00	
GILA		GILA	CMT	IIIVG	1	25,055.00 0.00	
			0.171	sub-total	V	445,831.00	-
					<del> </del>	10,001,00	
GILA		GILA	CSV-B	CSBG	Α	150,000.00	147.556
GILA		GILA	CSV	CSBG	v	0.00	140,000
				sub-total	-		10,000
				340-10121		150,000.00	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA			CSV-C	CSBG-ARRA		0.00	
				COBG-ARRA	V	0.00	
				Total		595,831.00	

## **ITEMIZED SERVICE BUDGET**

## FOR CONTRACT SERVICE: Case Management

## PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-10 TO 6-30-11

Attachment A

1	PE	RS	01	NN	EL
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Number of Positions	FTE Level		Salary for Contract Period	% Allocated to Service A+ D = Total	To	tal Service Cost	CI	PiP Cost
!	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$	26,946	\$	26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$	17,711	ě	17,711
1	1	Program Manager	\$47,632	25%+25=50%	¢	23,816	Φ	•
1	1	Case Manager	\$30,534	0%+50% <b>≈</b> 50%	φ	•	\$	11,908
4	4			· · · · · · · · · · · · · · · · · · ·	Þ	15,267	\$	15,267
4	1	Case Manager	\$32,094	0%+50%=50%	\$	16,047	\$	16,047
] 	1	Clerk	\$21,091	0%+50%=50%	\$	10,546	Š	10,546
TOTAL P	ERSONNEL	COST:		<u> </u>	\$	110,334	Š	98,426

**2 EMPLOYEE RELATED EXPENSES** 

item	Basis	Basis			vice Cost	CPIP Cost		
Health Insurance	\$595.83 per r \$595.83 per r	no x 12 no x 12	mo X 1 @ 25% mo X 5 @ 50%	\$	1,787 17,875	\$ \$	1,787 17,875	
FICA	0.0765	X	\$110,334	\$	8,441	\$	4,220	
Workman's Comp	0.003	X	\$110,334	\$	331	\$	166	
Refrement Ti LERE COST:	0.0985	x	\$110,334	\$	10,868	_\$	5,434	
I LENE COST:				<u> </u>	39.302	\$	29.483	

**3 PROFESSIONAL AND OUTSIDE SERVICES** 

ltem	Basis	Service Cost	CPIP Cost		
N/A		\$ -	\$ -		
TOTAL PROF & OUTSIDE COSTS	S:		\$ .		

## **4 TRAVEL**

Item	Basis	Serv	CPIP Cost		
Gas/Vehicles/Maint	\$200 per month x 12 months	\$	2,700	\$	1,350
Per Diem TOTAL TRAVEL COSTS:	\$25 per day for 20 days for 10 FTE's	\$	5,000	\$	4,000
TOTAL TRAVEL CUSTS:		\$	7,700	\$	5,350

## 5 SPACE

Rent - Globe Office	Basis	Serv	ice Cost	CPIP Cost	
	Rent \$1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	\$	20,076	\$	10,038
Sparkletts/Other Space Expense TOTAL SPACE COSTS:	\$100 x 12 months	\$	1,200	\$	240
		\$	21,276	\$_	10,278

6	EQ	e II	P	46	MT

Item	Basis	Sei	vice Cost	C	PIP Cost
N/^					117 003
		\$		\$	-
FOTAL EQUIPMENT COSTS:		\$		\$	
7 MATERIALS & SUPPLIES					
tem	Basis	Ser	vice Cost	C	PIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$	14,400	\$	10,800
Postage Postage	\$250 per month x 12 months	\$	3,000	\$	1,200
TOTAL MAT & SUPP COSTS:		\$	17,400	\$	12,000
8 OPERATING SERVICES	Basis	Sen	vice Cost		PIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's	\$	3,000	\$	3,000
	(inlcudes flight, hotel & registration)	\$	3,000	\$	3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$	800	\$	160
ocal Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months				
Maintenance, Leases Agreements & Member 10 TAL OPERATING SERVICE COSTS:	erships/Dues	\$	20,560	\$	9,764
SINE OF EIGHT OF SERVICE COSTS:		\$	27,360	S	15,924

## 9 INDIRECT COSTS

Item	Başiş	Service Cost	CPIP Cost
TOTAL INDIRECT COSTS:		\$ -	\$ -
101112 110511201 00010,		<u> </u>	\$ -

15,924

10	AULI PARALLE LA	
	SUBTOTAL ADMINISTRATIVE COSTS: \$	223,372 \$ 171,459
		<del>V 11 1]-100</del>

44	IV	10	1 8	_	u		Ю	
		v	u	6	п	_	м	3

	1301545		Service Cost		<b>CPIP Cost</b>	
•	LIHEAP	77	\$ 222,		222,500	
2	LIHCON	78	\$ 25,		25,055	
3	LLVG		· ·	- \$		
5	NHN TANF	70	\$	365 \$	865	
6	ESG	49	\$ 19,		19,293	
-	OUCHER CO	17 2 <b>76</b> .		59 \$	6,659	
	OUDITER OU	110.	\$ 274,:	72 \$	274,372	

12	
1 12	TOTAL COSTS: \$ 497,744 \$ 445,831
	TOTAL COSTS: \$ 497,744 \$ 445,831

## **REVENUE SOURCES:**

CPIP Case Mgt. \$ 445,981 \$ 445,831 CPIP CSV-B \$ 150,000

CPIP CSV-C \$ TOTAL REVENUE: \$ 595,981 \$ 445,831

TOTAL REVENUE: \$ 595,981 \$ 445,831

CMT-A Case Management ISB 10-11 Submitted 04/23/2010

## **ITEMIZED SERVICE BUDGET**

## FOR CONTRACT SERVICE: Community Services PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-10 TO 6-30-11

Attachment B

1 PERSONN	CL	
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Number of Positions	FTE Level		Salary for Contract Period	% Allocated to Service A+	То	tal Service Cost	Ci	PIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$	40,997	\$	4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$	33,654	Š	3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$	27,622	Š	5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$	13.954	Š	5.582
1	1	Divisional Assistant	\$32,885	50%+0=50%	Š	16,442	\$	6.577
1	1	Program Manager	\$47,632	25%+25=50%	\$	23.816	\$	23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$	15,267	\$	15.267
1	1	Case Manager	\$32,094	0%+50%=50%	Ŝ	16,047	S.	16,267
1	1 -	Clerk	\$21,091	0%+50%=50%	Š	10,546	\$	10,546
TOTAL PE	RSONNEL	COST:	_	•	\$	198,347	Š	90,825

## **2 EMPLOYEE RELATED EXPENSES**

Item	Basis		<del></del>	Ser	vice Cost	C	PIP Cost
Health Insurance	\$595.83 per i	no x 12	ma X 2	\$	14,300	\$	715
	\$595.83 per r	no x 12	mo X 1	\$	7,150	Š	715
	\$595.83 per r			\$	14,300	Š	2,860
	\$595.83 per r	no x 12	mo X 4	\$	28,600	\$	14,300
FICA	0.0765	×	\$198,347	\$	15,174	\$	7,587
V: nan's Comp	0.003	x	\$198,347	\$	595	\$	298
Retirement	0.0985	X	\$198,347	\$	19,537	\$	9,769
TOTAL ERE COST:				\$	99,655	\$	38,243

## 3 PROFESSIONAL AND OUTSIDE SERVICES

item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:			\$ .

## 4 TRAVEL

Item	Basis	Service Cost			CPIP Cost		
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$	6,000	\$	5,832		
Per Diem	\$25 per day for 20 days for 5 FTE's	_\$	2,500	\$	2,500		
TOTAL TRAVEL COSTS:		\$	8,500	\$	8,332		

## 5 SPACE

Item	Basis	Service C	ost	CPIP Cost
N/A		 \$	- :	\$ -
TOTAL SPACE COSTS:		 \$	•	\$ -

ltr	NT					
<del>-</del>		Basis		vice Cost	CF	IP Cost
N			\$	-	\$	-
TOTAL EQUIPMENT	COSTS:		\$		\$	•
	LS & SUPPLIES					
ltem		Basis	Sen	vice Cost	CP	IP Cost
N/A			\$	-	\$	
TOTAL MAT & SUPP	COSTS:		\$		\$	
	NG SERVICES		_			
Item		Basis	Serv	rice Cost	CP	P Cost
Staff Training & Regis	stration	\$500 for training sessions for 2 FTE's @ 100%	\$	1,000	\$	1,000
Local East 200 Line - 1	Shana Lina D O :	#4 000 . 40				
Local Fax, 800 Line, F		\$1,000 x 12 months				
Maintenance, Leases	Agreements & Memo	ersnips/Dues	\$	12,000	\$	3,600
TOTAL OPERATING	SERVICE COSTS:		\$	13,000	\$	4,600
A INDIDEAT	00000					
9 INDIRECT	COSTS					
item N/A		Basis		ice Cost		P Cost
	nete.		\$	-	\$	-
TOTAL INDIDECT OF			_			
TOTAL INDIRECT CO	Ja 13:		\$		\$	-
			<u> </u>			-
		SUBTOTAL-ADMINISTRATIVE COSTS	<u> </u>			140,000
		SUBTOTAL ADMINISTRATIVE COSTSE	<u> </u>			140,000
<b>40</b> 00000000000000000000000000000000000		SUBJOUAL ADMINISTRATIVE COSTS	<u> </u>			140,000
11 VOUCHERS		SUBTOTAL ADMINISTRATIVE COSTSE		<b>319</b> ¦503 a	<b>\$</b>	
40 41 VOUCHER:	\$		\$ Servi	3/19/503	S CPI	P Cost
11 VOUCHER: tem Vouchers - Direct Cit	S ent Services	SUBTOTAL ADMINISTRATIVE COSTS:  Average \$500 x 20 households	\$ervi	319;503 ce Cost 10,000	CPI	P Cost 10,000
11 VOUCHERS	S ent Services		\$ Servi	3/19/503	S CPI	P Cost
11 VOUCHERS term Vouchers - Direct City FOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households	Servi \$	Ce Cost 10,000 10,080	CPI \$	P Cost 10,000 10,000
11 VOUCHERS tem Vouchers - Direct City TOTAL VOUCHER CO	S ent Services OSTS:		Servi \$	Ce Cost 10,000 10,080	CPI \$	P Cost 10,000 10,000
11 VOUCHERS term Vouchers - Direct City FOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households	Servi \$	Ce Cost 10,000 10,080	CPI \$	P Cost 10,000 10,000
11 VOUCHERS tem Vouchers - Direct City TOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households  REVENUE SOURCES:	Servi \$ \$	319;503 ce Cost 10,000 10,000	CPI \$ \$	P Cost 10,000 10,000
11 VOUCHERS tem Vouchers - Direct City TOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households  REVENUE SOURCES: CPIP CSV	Servi \$ \$	3/19/503 Ce Cost 10,000 10,000	CPI \$ \$	P Cost 10,000 10,000
11 VOUCHER: tem Vouchers - Direct Cit	S ent Services OSTS:	Average \$500 x 20 households  TOTAL COSTS:  REVENUE SOURCES:  CPIP CSV  CPIP Case Mgt.	Servi \$ \$	319 503  ce Cost 10,000 10,000 329 503 = 150,000 445,831	CPI \$ \$	P Cost 10,000 10,000 150,000
11 VOUCHERS tem Vouchers - Direct City TOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households  REVENUE SOURCES: CPIP CSV	Servi \$ \$	ce Cost 10,000 10,000 329 503 -	CPI \$ \$	P Cost 10,000 10,000
11 VOUCHERS tem Vouchers - Direct City TOTAL VOUCHER CO	S ent Services OSTS:	Average \$500 x 20 households  TOTAL COSTS:  REVENUE SOURCES:  CPIP CSV  CPIP Case Mgt.	Servi \$ \$ \$	ice Cost 10,000 10,000 329 503 _ 150,000 445,831 595,831	CPI \$ \$	P Cost 10,000 10,000 150,000

CSV-B ISB 10-11 Submitted 04/23/10

## **ITEMIZED SERVICE BUDGET**

# FOR CONTRACT SERVICE: Community Services AARA (Stimulus) PROVIDER NAME: Gila County Community Action Program CONTRACT PERIOD: 7-01-10 TO 6-30-11

**Attachment C** 

1 PERSONNEL	1	PE	RS	O	N	N	EL
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1 PERSONNEL					
Number of Positions FTE Level Posit	ion Title	Salary for Contract Period	% Allocated to Service A+	Total Service Cost	CPIP Cost
N/A			D = 10481	\$ -	\$ -
TOTAL PERSONNEL COST:				\$ -	\$ -
		-			<u> </u>
2 EMPLOYEE RELATED EX	DENCEO				
Item	Basis			Service Cost	CPIP Cost
N/A				\$ -	\$ -
TOTAL ERE COST:				\$ -	\$ -
3 PROFESSIONAL AND OUT					
Item N/A	Basis			Service Cost	CPIP Cost
TOTAL PROF & OUTSIDE COSTS:				\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:				\$ -	\$ .
4 TRAVEL					
item	Basis			Service Cost	<b>CPIP Cost</b>
<b>N</b>		<del></del>		\$ -	\$ -
TUIAL TRAVEL COSTS:			• • • • • • • • • • • • • • • • • • •	\$ -	\$ -
5 SPACE					
Item	Basis	<del></del>	<u> </u>	Service Cost	CPIP Cost
N/A		····		\$ -	\$ -
TOTAL SPACE COSTS:				\$ -	\$ -
6 EQUIPMENT					
item N/A	Basis			Service Cost	CPIP Cost
TOTAL EQUIPMENT COSTS:			=	\$ -	\$ -
TOTAL EQUIPMENT COSTS.				\$ -	\$ .
7 MATERIALS & SUPPLIES					
tem	Basis			Service Cost	CPIP Cost
Outreach/media materials & supplies for	r \$50 x 500 ind	lividuals for			\$ -
dients for CARE Fair and EITC activities	<b>S.</b>		-		<u> </u>
TOTAL MAT & SUPP COSTS:				<b>\$</b> - :	\$ -

8 OPERATING SERVICES					
W >	Basis	Service	Cost	CPII	Cost
N. TOTAL OPERATING OFFICE CO.		\$		\$	-
TOTAL OPERATING SERVICE COSTS	S:	\$		\$	
9 INDIRECT COSTS					
Item	Basis	Service	Cost	CBIE	Cost
N/A		\$	-	\$	COST
TOTAL INDIRECT COSTS:		\$		\$	<del>-</del>
HSS and Open the state of the s	THE RESURT OF THE PROPERTY OF	One Contempor			arena en
11 VOUCHERS					
ltem		Service	Cost	CPIP	Coet
Vouchers - Direct Client Services	Average \$1,000 x 125 households	Service \$	Cost	CPIP	Cost
	Average \$1,000 x 125 households		Cost -		Cost
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:		\$		\$ \$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:	Average \$1,000 x 125 households	\$		\$ \$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:		\$ \$		\$ \$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:	REVENUE SOURCES CPIP CSV	\$ \$ 5 5 7 8		\$ \$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:	REVENUE SOURCES	\$ \$ 5 5 7 8		\$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:	REVENUE SOURCES CPIP CSV	\$ \$ 3 5 2 5 3 5 3 5 7 8 8		\$ \$ \$	-
Vouchers - Direct Client Services TOTAL VOUCHER COSTS:	REVENUE SOURCES  CPIP CSV  TOTAL REVENUE	\$ \$ 3 5 2 5 3 5 3 5 7 8 8		\$ \$ \$ \$ \$	-



## GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

## **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

# ARF-2864 Consent Agenda Item 3. H.

#### **Regular BOS Meeting**

Meeting Date: 11/18/2014
Submitted For: Malissa Buzan

Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division

Department: Community Services Division Division: Administration

#### Information

#### Request/Subject

Amendment No. 6 to Contract No. DE126000-001 Arizona Department of Economic Security.

#### Background Information

- 1. Original Contract DE126000-001 was signed by the Board of Supervisors on April 19, 2011.
- 2. Unilateral Amendment No. 1 was added by Arizona Department of Economic Security (DES) on June 5, 2013.
- 3. Amendment No. 2 and 3 were signed by the Board of Supervisors on June 25, 2013.
- 4. Amendment No. 4 was signed by the Board of Supervisors on December 5, 2013.
- 5. Amendment No. 5 was signed by the Board of Supervisors on May 6, 2014.

#### Evaluation

Pursuant to the Department of Economic Security Special Terms and Conditions, Section 12 "Contract Term and Option to Extend," Contract No. DE126000-001 is extended for the period of January 01, 2015 through June 30, 2015.

The rates are not adjusted for the extension period and shall remain the same as for the previous contract period.

#### Conclusion

By the Board of Supervisors approving this Amendment, Contract No. DE126000-001 will be extended for the period of January 1, 2015, through June 30, 2015.

#### Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

#### Suggested Motion

Approval of Amendment No. 6 to Contract No. DE126000-001 between the Arizona Department of Economic Security and the Gila County Community Services Division, Gila Employment and Special Training, whereby Amendment No. 6 extends the contract period from January 1, 2015, through June 30, 2015.

#### **Attachments**

Amendment No. 6 Contract DE126000-001 DES

Amendment No. 5 Contract DE126000-001 DES

Unilateral Amendment No. 4 Contract DE126000-001 DES

Amendment No. 3 Contract No. DE126000-001 DES

Amendment No. 2 Contract DE126000-001 DES

Amendment No. 1 Contract DE126000-001 DES

Contract No. DE126000-001 DES

Legal Explanation

# **CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
	DE126000-001
GILA COUNTY dba Gila Employment and Special Training	
5515 S Apache St, Ste 200	3. AMENDMENT NUMBER
	6
Globe, AZ 85501	
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the Department of Economic Security Special Terms an	d Conditions, Section 12, "Contract Term and
Option to Extend," the above referenced contract is extended for the	
2015.	
2010.	
	diameter and the constitution of the standard
The rates are not adjusted for the extension period and shall remain	the same as for the previous contract period.
E EVCEDT AS DROWIDED HEREIN ALL TEDMS AND CONDITIONS OF THE ODIO	UNIAL CONTRACT AS HERETOGORE CHANGED AND/OR
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DATE

DATE



CONTRACT AMENDMENT

2. CONTRACT ID NUMBER

3. AMENDMENT NUMBER

DE126000-001

1. CONTRACTOR (Name and address)

5515 S Apache St, Ste 200

TITLE

DATE

Manager, Contract Administration Unit

GILA COUNTY dba Gila Employment and Special Training

Globe, AZ 85501	3
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the Department of Economic Security Special Terms and Option to Extend," the above referenced contract is extended for the 2014.	
The rates are not adjusted for the extension period and shall rema	in the same as for the previous contract period.
In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor.	actor does not have scrutinized business operations in
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor Sudan.	actor does not have scrutinized business operations in
EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORI AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE A OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNIN SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTR	MENDMENT SHALL BECOME EFFECTIVE ON THE DATE G THIS FORM ON BEHALF OF THE CONTRACTOR. THE
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	AME OF CONTRACTOR
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YPED NAME TYPET Michael Michae	hael A. Pastor

DATE

TITLE Chairman, Gila County Board of Supervisors

2014

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UNILATERAL CONTRACT AMENDMENT			
1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER		
GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200	DE126000-001		
Globe, AZ 85501	3. AMENDMENT NUMBER		
	4		
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:  Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes, Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL in its entirety with the attached Section 5, BACKGROUND CHECKS FOR EMPLOYME REGISTRY, effective immediately.	REGISTRY, is nereby replaced		
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFOR UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE PROCUREMENT OFFICER SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.	E CHANGED AND/OR AMENDED REMAIN E OF THE DEPARTMENT'S		
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY			
SIGNATURE OF AUTHORIZED INDIVIDUAL.			
TYPED NAME Francine Whittington			
Manager, Contract Administration Unit Manager			
DATE			

12/5/13

5.0 Background Checks for Employment through the Central Registry

If providing direct services to children or vulnerable adults, the following shall apply:

- 5.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
  - 1. Any person who applies for a contract with this State and that person's employees;
  - 2. All employees of a contractor;
  - 3. A subcontractor of a contractor and the subcontractor's employees; and
  - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
  - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:

https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at: <a href="https://www.azdes.gov/opac">https://www.azdes.gov/opac</a>

PARTMENT OF ECONOMIC

# DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Activene CONTRACT AMENDMENT

CONTRACTOR (Name and address)	ant artificial i
TOTAL (Figure and address)	2 CONTRACT ID NUMBER
GILA COUNTY dba Gila Employment and Special Train	DE126000-001
5515 S Apache St, Ste 200	3. AMENDMENT NUMBER
Globe, AZ 85501	3
	<b>3</b>
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the UNIFORM TERMS AND CONDITIONS, "Amendments," the RSA Fee Schedule for year 3, effective	ve July 1, 2013 and ending June 30, 2014, is postponed.
The rates are not adjusted and shall remain the same unt	il notice is made by amendment.
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	8. NAME OF CONTRACTOR
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PED NAME	TYPED NAME
rancine Whittington	
TLE	Michael A. Pastor
anager, Contract Administration Unit	Supervisors
ATE 6/29/13	DATE 6 25-2012



CONTRACT AMENDMENT

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GILA COUNTY dba Gila Employment and Special Train	oing
55 15 5 Apache St, Ste 200	3. AMENDMENT NUMBER
Globe, AZ 85501	2
	_
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the UNIFORM TERMS AND CONDITIONS	7
Pursuant to the UNIFORM TERMS AND CONDITIONS, "Amendments" the following is added to Soution 44.9.	Section 5, "Contract Changes," Paragraph 5.1.
"Amendments," the following is added to Section 11.0, Co	ONFIDENTIALITY, of the DES Special Terms and
Conditors.	
44.0 70	
11.2 The Contractor shall comply with the requirements	of the Arizona Address Confidentiality Program, A.R.S.
policies and procedures the Arizona Department of	ornic Security will advise the Contractor as to applicable Economic Security has adopted for such compliance.
the state of the state of the state of	Economic Security has adopted for such compliance.
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Smaketh C Cooki CDDD Too	TYPED NAME
tracing writings	Michael A. Pastor
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anager, Contract Administration Unit	mue Chairman, Gila County Board of
TE . /	DATE / Supervisors
6/26/13	6-25-2013
6/10/10	0-20-2015
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Bi-lateral Amendment Revised: 4/1/09

ATTEST:				
Marian E. Sheppard Clerk of the Board	2-Dag	opard.	Date: 6-25-20	S
	04			

Approved as to form:

Bryan B. Chambers Deputy Attorney Principal



# UNILATERAL CONTRACT AMENDMENT

1.	CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
		DE126000-001
	GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	3. AMENDMENT NUMBER
4.	THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	N=
	Due to a change in the law, Section 5 of the DES Special Terms and Conditi attached Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUghter the immediately.	ons is hereby replaced with the JGH THE CENTRAL REGISTRY,
5.	In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does rule.	ot have scrutinized business operations in
	In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not sudan.	
6.	EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTAMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.	RACT AS HERETÖFORE CHANGED AND/OR SHALL BECOME EFFECTIVE ON THE DATE
7.	ARIZONA DEPARTMENT OF ECONOMIC SECURITY	
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Eliz	abeth G. Csaki, CPPB Francis a Whitlington	
TITL Mai DAT	nager, Contract Administration Unit	windio
ואט	6/5/13	

- **5.0** Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
  - 1. Any person who applies for a contract with this State and that person's employees;
  - 2. All employees of a contractor;
  - 3. A subcontractor of a contractor and the subcontractor's employees; and
  - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - Before being employed or volunteering in a position that provides direct services to children or vulnerable
    adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse
    or neglect was made against them and was substantiated. The completed forms are to be maintained as
    confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
  - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
  - The Certification for Direct Service Position is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc
- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:

  <a href="https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc">https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc</a>



Contract between the Department of Economic Secu	irity (the "Department") and
Gila Country dba	1 Ila Employment & Spelial
(the "Contractor").	26 4 1 2 1 2
	11 auning
WHEREAS the Contractor is: [ ] a Non-profit Organization as defined in Office [ ] a For-profit Organization; and	of Management and Budget (OMB) Circular A-122;
WHEREAS the Department is duly authorized to execute	e and administer contracts under A.R.S. §41-1954;
	bide by all the terms and conditions set forth in this Contract.
Contract Term: This contract shall be effective on the date extended in accordance with DES Special Terms and Co	ate of last signature, and shall end on June 30, 2014, unless anditions.
BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATURE CONTRACT.	ORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO
FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:	FOR AND ON BEHALF OF THE CONTRACTOR:
Mathe Hallen	Muchael atento
Procurement Manager Signature	Signature of Authorized Individual
Cathie G. Rodman	Michael A. Pastor
Typed Name	Typed Name
Monogar Colinitation Unit	ol- to the second secon
Manager, Solicitation Unit Title	Chairman, Gila County Board of
6-3-11	Supervisors 4/19/11
Date	Date
DES Contract I.D. No.: DE 12600-001	Contractor FEI Number: 86-6000444
	Contractor Mailing Address:
	5515 South Apache Ave. Suite 200
	Globe, AZ 85501
	Contact Name: David B. Caddell
	Title: Program Manager
	Phone Number: 928 425-7631
	Fax Number: 928 425-9468  E-Mail Address: dcaddelleco.gila.az.us
	man Address: qcaddeilaco gila az ne

Approved as to form:

Signature

Bryan B. Chambers

Typed Name

Chief Deputy County Attorney

Title

Date

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# UNIFORM TERMS AND CONDITIONS Version 8

#### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

#### 2. Contract Interpretation

2.1. <u>Arizona Law</u>. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions:
  - 2.3.2. Uniform Terms and Conditions:
  - 2.3.3. Statement or Scope of Work:
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. <u>Advertising, Publishing and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- Ownership of Intellectual Property. Any and all intellectual property, including but not 3.8, limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 <u>E-Verify Requirements.</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 <u>Scrutinized Businesses</u>. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. <u>Delivery.</u> Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. <u>Payment of Taxes</u>. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. <u>State and Local Transaction Privilege Taxes.</u> The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. <u>IRS W9 Form</u>. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor,
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

# 5. Contract Changes

5.1. <u>Amendments</u>. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

# 6. Risk and Liability

6.1. <u>Risk of Loss</u>: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

#### 6.2. Indemnification

- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency)
  The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

#### 6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war, riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2. Force Majeure shall not include the following occurrences:
  - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### 7. Warranties

- 7.1. <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### 8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

#### 8.2. Stop Work Order.

- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. <u>Non-exclusive Remedies</u>. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

#### 9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

## 9.5. <u>Termination for Default.</u>

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

#### 10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

#### 11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

### 12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

# ARIZONA DEPARTMENT OF ECONOMIC SECURITY SPECIAL TERMS AND CONDITIONS

# Professional Services/Auto /Children-Vulnerable Adult – RSA Fee Schedule Three Year with Option

- 1.0 <u>Definition of Terms.</u> In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 "May" indicates something that is not mandatory but permissible.
- 1.4 "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 Advertising, Publishing and Promotion of Contract.. In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 Audit. In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended),
  Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB)
  Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
  - 1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  - 2. Summary schedule of prior audit findings
  - 3. Auditor's Reports (detailed in the A-133)
  - 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual

financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements 3.4 established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law 3.5 shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

## 4.0

- Availability of Funds.

  The Department may reduce payments or terminate this contract without further recourse, obligation or 4.1 penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- Background checks through the Central Registry shall be conducted for each Contract employee including 5.2 subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central 5.3 Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of 5.4 Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) 5.5 years after termination of the Contract.

#### 6.0 Certification of Cost or Pricing Data.

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, 6.1 any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

#### 7.0 Certification Regarding Lobbying.

The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 7.1 49 CFR part 20. (Attachment)

#### 8.0 Code of Conduct.

The Contractor shall avoid any action that might create or result in the appearance of having: 8.1

- 1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 2. Acted on behalf of the State without appropriate authorization;
- Provided favorable or unfavorable treatment to anyone:

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- Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a
  political consequence for the State;
- 5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
- 6. Loss of impartiality when advising the State

#### 9.0 Competitive Bidding.

- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
- 10.1. in accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

#### 11.0 Confidentiality.

The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

#### 12.0 Contract Term and Option to Extend.

- The term of the resultant contract shall commence upon award and shall remain in effect to the date specified on the Signature Page unless terminated, cancelled, or extended as otherwise provided herein.
- 12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods in its entirety or in part at the sole option of the State.

- 12.3 The State shall have the unilateral right to extend the contract period for two (2) additional one-year periods or portions thereof, for a total contract term of the RSA Fee Schedule Service not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

### 13.0 Cooperation.

The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

# 14.0 <u>Data Sharing Agreement.</u>

When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

### 15.0 Equipment.

- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

#### 16.0 Reserved.

#### 17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and Impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

#### 18.0 E-Verify.

- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply:
- The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.

# 19.0 Fair Hearings and Service Recipients' Grievances.

- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

# 20.0 Federal Immigration and Nationality Act.

- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

# 21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

# 22.0 Fingerprinting.

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements

- relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
- 22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purposes of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for a fingerprint clearance card within seven working days of employment.
- 22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

#### 23.0 <u>Inclusive Contractor.</u>

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

### 24.0 <u>Indemnification and Insurance.</u>

- 24.1 Indemnification Clause:
- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 24.2 Insurance Requirements:

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
  - A. <u>Minimum Scope And Limits Of Insurance:</u> Contractor shall provide coverage with limits of liability not less than those stated below.
    - Commercial General Liability Occurrence Form
       Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
      - General Aggregate

\$2,000,000

	Products – Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability - Written and Oral	\$1,000,000
	Fire Legal Liability	\$ 50,000
•	Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to Include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

#### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 3. Worker's Compensation and Employers' Liability

•	Workers' Compensation	Statutory
•	Employers' Liability	
	Each Accident	\$ 500,000
	<ul> <li>Disease – Each Employee</li> </ul>	\$ 500,000
	Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

# 4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000 Annual Aggregate \$2,000,000

 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. Additional Insurance Regulrements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.
- D. <u>Acceptability Of Insurers:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. <u>Verification Of Coverage:</u> Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Fallure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- F. <u>Subcontractors:</u> Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>Approval:</u> Any modification or variation from the *Insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special

Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

#### 25.0 IT 508 Compliance.

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### 26.0 Levels of Service.

- 26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.

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- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

#### 27.0 Monitoring.

- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor, shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Contractor contact person and phone number here)\* Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)"

- 29.0 Notices. In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:
- 29.1 All notices shall reference the contract number.
- 29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
  - Change of telephone number;
  - 2. Changes in the name and/or address of the person to whom notices are to be sent;
  - Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
  - 4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

# 30.0 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve assess to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

# 31.0 Order of Precedence.

- 31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:
  - In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    - 1. Division/Administration Special Terms and Conditions;

- 2. ADES Special Terms and Conditions;
- 3. Uniform Terms and Conditions:
- Scope of Work or Specification;
- Attachments:
- 6. Exhibits:
- Documents referenced or included in the Solicitation.

#### 32.0 Pandemic Contractual Performance.

- The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
  - Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
  - 2. Alternative methods to ensure there are services or products in the supply chain.
  - 3. An up to date list of company contacts and organizational chart.
- 32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
  - After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
  - 2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
  - 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 33.0 <u>Payments.</u> In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:
- 33.1 Payments shall be made according to the type of payment defined as follows:
  - 1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if Indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.
- The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- 33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
  - 1. The units authorized as stated in section 33.1; or
  - 2. The service reimbursement ceiling;
  - 3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

#### 34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

- Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department:
- 3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 10. Any payments made for services rendered before the contract begin date or after the contract termination date.

#### 35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

# 36.0 <u>Predecessor and Successor Contracts.</u>

The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

#### 37.0 Professional Standards.

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

# 38.0 Rate Increase.

- The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.
- 38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
- 39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:
- 39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
  - Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
  - Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
  - Include time and attendance records for individual employees to support all salaries and wages paid;
  - 4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

- Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 6. include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
  - If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
  - 2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

#### 40.0 Relationship of Parties.

- 40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:
  - In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this
    contract, the Contractor or their personnel will not be represented by the Department of the Attorney
    General.
  - 2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any,

# 41.0 Reporting Requirements.

- Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

# 42.0 Responsibility for Payments Indemnification.

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department hamless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

#### 43.0 Reserved.

- 44.0 <u>Subcontracts.</u> In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

#### 45.0 Substantial Interest Disclosure.

- 45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

#### 46.0 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

#### 47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

#### 48.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

#### 49.0 Termination for Any Reason.

- In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 50.0 <u>Termination for Default.</u> In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

#### 51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

# 52.0 <u>Transition of Activities</u>.

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

### 53.0 <u>Unallowable Costs.</u>

- The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
  - OMB Circular A-87 for State, local and Indian Tribal Governments.
  - OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
  - OMB Circular A-21 for educational institutions.
  - OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

# 54.0 <u>Visitation, Inspection and Copying.</u>

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

## 55.0 Warranty of Services.

The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

# 56.0 <u>Limited English Proficiency</u>

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		POLICY NUMBER	
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	01 Department of Economic Security	01 Director	
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	34 Limited English Proficiency	06-24-09	0

# DES 1-01-34 Limited English Proficiency

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### DES 1-01-34 Limited English Proficiency

### L POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- 1. Develop and adhere to specific written procedures:
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- 4. Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- 7. Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- 9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
- 10. Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

### II. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
  - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin." (emphasis added)

#### III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

### IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

#### V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

<u>Interpret</u>: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

<u>Limited English Proficiency (LEP) Contact</u>: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

<u>Limited English Proficient (LEP) Customer</u>: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

<u>Translate</u>: Providing a written document in a language other than English.

<u>Vital Document</u>: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

<u>Work Unit</u>: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

#### VI. STANDARDS

- 1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
- Compliance and Enforcement: It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
- 3. Work unit Procedures: Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
  - Provision of language services generally;
  - Identification and assessment of language needs;
  - c. Oral language assistance services;
  - d. Written translations;
  - e. Oral and written notification of the availability of language services;
  - f. Issue resolution rights;

- g. Staff training on language service provision; and
- h. Monitoring access to language assistance.
- 4. Needs and capacity assessment: The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
  - Determine the number or proportion of LEP customers served;
  - Determine the frequency of contact between LEP customers and the program;
  - · Assess the nature and importance of the program; and
  - Assess available resources.
  - a. Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps. These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
  - b. The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English. The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
  - c. Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs. Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.
  - d. Each work unit shall implement a process for gathering and recording LEP customer language preferences:
    - i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;
    - ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

# 5. Oral language assistance:

- Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:

  Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:
  - i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;
  - ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, Bilingual Stipend for Certified Employees. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
  - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. Location and Accessibility of LEP Services: Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
  - Each work unit shall make a decision to employ bilingual staff after a needs
    assessment, with due consideration given to the budgetary, personnel, and other
    constraints of the work unit;

- ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
- d. Unacceptable Practices: Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
- 6. Translation of written materials: Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
  - Applications;
  - · Recertification or renewal applications;
  - Documents that require a response;
  - Letters or other written documents that contain information regarding participation in a program;
  - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - Consent and complaint forms;
  - Appeal rights and grievance procedures;
  - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
  - Notices advising LEP persons of free language assistance.
  - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
  - a. Each work unit shall translate its vital documents into languages used significantly by its LEP customers. The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
  - b. Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy. Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

c. Each work unit should be sensitive to the literacy levels of the LEP public. There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

### 7. Institutional Considerations for Translation:

- a. Each work unit shall ensure that the public is aware of available interpretation and translation assistance. Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant. The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
- c. The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages. The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
- d. Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.
- 8. Training: Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:
  - a. General training for all staff on the importance of providing services for individuals with LEP;
  - b. Work unit-specific training to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
  - Technical assistance training for LEP contact staff;
  - d. Management level training for supervisors and administrative staff assisting staff with direct customer contact.

- 9. Providing notice to LEP Customers of the availability of language assistance services and outreach: Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
  - a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
  - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
  - Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
  - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

### 10. Monitor access to language assistance:

- Each work unit shall institute procedures to monitor the accessibility and quality of a. language assistance activities for LEP customers. Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:
  - Current LEP populations in service areas or population or specific populations encountered;
  - ii. Frequency of encounters with LEP customers:
  - iii. Nature and importance of activities to LEP customers;
  - iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

- v. Whether existing assistance is meeting the needs of the LEP customers;
- vi. Whether staff know and understand the LEP procedures; and
- vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons. Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
  - i. Has up-to-date information on language needs in the communities it serves;
  - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - iii. Translates vital written documents into the languages needed by the communities being served;
  - iv. Has adequate supplies of translated materials;
  - v. Trains those staff required to be trained in LEP activities; and
  - vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

11. Provision of Technical Assistance: Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner. The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

#### 12. Issue Resolution

Work unit Level Process: Work units shall create a procedure outlining an LEP issueresolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

- b. Department Level Process: The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.
  - i. Level II: If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.
  - ii. Level III: In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

# SCOPE OF WORK DISABILITY RELATED EMPLOYMENT SERVICES

40.05

# 1.0 MISSION AND VISION STATEMENTS

AM . ,

- 1.1 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.
- 1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.3 Arizona Rehabilitation Services Administration (RSA) Mission for Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

#### 2.0 PURPOSE

- 2.1 The purpose of this contract is to purchase Disability Related Employment Services that will assist RSA clients in preparing for, obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice. These services were previously contracted as Job Development and Placement, Supported Employment and Performance Based Employment Services.
- Legal Authority. A.R.S. § 41-1954. A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. RSA is authorized to provide these services under the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48 Scope of Vocational Rehabilitation Services for Individuals with Disabilities), and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service based on the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 G. 6.
- 2.3 <u>Projected Utilization</u>. These services are provided on an as needed basis. There is no guarantee of the number of referrals to be issued by RSA.

### 3.0 SERVICE DESCRIPTION

- 3.1 <u>Arizona Taxonomy</u>. Employment Services provide activities and assistance in support of finding, entering or retaining a job for individuals or groups.
- 3.2 <u>Definitions</u> (Exhibit A)
- 3.3 Disability Related Employment Services include the following:
  - Client Service Planning service includes development of a Client Service Plan that identifies the service
    objectives with regards to outcome achievement.
  - 2. Track A: Job Development and Placement and Job Retention (Non-Supported Employment) services are intended for clients who require a full range of job readiness, job development, job placement and job retention services with minimal job coaching. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention.
  - 3. Track B: Job Development and Placement and Job Retention (Supported Employment) services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program. Track B services include a full range of job readiness, job development, job placement and job coaching and job retention support. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job

coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention. Post placement job coaching support is provided on an individual basis.

- 4. Track C: Enclave Employment Support and Retention services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program and who require more intensive support than is provided by individual placement approaches. Services involve direct work supervision in a group work setting that includes two or more individuals and any support needed to sustain employment stability.
- 5. Post Employment services are intended for clients whose cases have previously been successfully closed by RSA, but have returned for short-term job replacement or job coaching assistance. Depending upon the specific needs of the client, services may include: job replacement, job coaching and follow ups with the client.
- 3.4 The Contractor shall provide services under one or all Tracks as indicated by the Contractor on the RSA Fee Schedule Application (Attachment 1).
- 3.5 Disability Related Employment Services are not intended to:
  - Assess the client's vocational skills or conduct a situational assessment.
  - 2. Teach specific vocational skills:
  - Provide therapeutic or other counseling interventions to address significant behavioral or psychological issues:
  - 4. Provide extended supported employment services.
- 3.6 <u>Service Eligibility</u>. Eligibility for these services is determined by RSA Counselors (hereafter referred to as Counselor). RSA purchases Disability Related Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of those individuals. Referral for Disability Related Employment Services is made only if the client and the Counselor agree that:
  - 1. The client has selected a vocational goal and is ready for employment;
  - 2. Additional Disability Related Employment Services are needed, and
  - 3. The Departmental resources are not adequate to meet the client's needs.
- 3.7 <u>Background Information</u>. The Rehabilitation Services Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- 4.0 SERVICE REQUIREMENTS

The Contractor shall:

- 4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 4.2 Schedule a service planning meeting within ten (10) business days upon receipt of a written RSA Purchase Authorization and a referral for services packet from a Counselor. This face to face meeting is required and includes the client, the Counselor and the Contractor. The purposes of the service planning meeting are to determine and document:
  - 1. The extent of the client's job readiness skills and his/her ability to meet the varied requirements of the occupation that is chosen by the client in his/her Individualized Plan for Employment (IPE):
  - 2. Whether the client and the Contractor choose to work together as a team;
  - 3. Potential client specific job site accommodations needed;
  - 4. The results of Social Security benefit counseling if any;
  - 5. The Client Service Plan (Exhibit B).
- 4.3 Initiate service provision for services listed in the Client Service Plan within ten (10) business days after receipt of a written RSA Purchase Authorization. RSA Purchase Authorizations will be issued for each service and/or outcome. Verbal authorizations are not permitted.

- 4.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client and in respect to cultural, gender, and lifestyle differences.
- 4.5 Notify the referring RSA staff verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).

#### 5.0 QUALIFICATION REQUIREMENTS

The Contractor shall ensure that its personnel meet the following requirements:

- 5.1 Personnel who supervise the services provided under this contract and prepare progress reports shall meet the following criteria:
  - 1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
  - A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
  - 3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.
- 5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:
  - 1. Have a high school diploma or G.E.D., and
  - 2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
  - 3. Have knowledge and competency by evidence of documented training and/or work experience, gained within one year of their hiring date, in the following areas:
    - a. Work Behavior-Support Training
    - b. Development and use of "Natural Supports" in the workplace
    - c. Job Analysis, Job Development and Marketing to employers of RSA clients' abilities
    - d. Ethics and Boundaries
    - e. Disability awareness
  - 4. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.
- 5.3 Meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.
- 5.4 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
  - Arrange for and purchase, if applicable, qualified professional interpreting services. The only exception to this is that RSA will purchase and arrange for qualified professional interpreting services for the service planning meetings and client job interviews.

#### 6.0 ADMINISTRATIVE REQUIREMENTS

The Contractor shall:

- 6.1 Ensure that client case records include the RSA Referral for Services, RSA Purchase Authorization, Client Service Plan, other applicable reports, records of services provision, date(s) of follow-up meetings(s) with the RSA staff, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.
- 6.2 Ensure that its personnel records include:
  - Copies of all current licenses and/or certifications,
  - A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
  - 3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the contract, and current résumés/applications for each person who will provide direct client services.

- 6.3 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives.
  - 1. Have the management plan on file and make the plan available to ADES upon request. The management plan shall contain elements that address the following:
    - Incident management, corrective action and preventions;
    - Complaints and grievances;
    - 3. Monitoring and evaluation of the service provision (i.e., measurement of outcomes as it relates to the client's objectives) and the improvement of the quality of services;
    - 4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
    - 5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing each client with a client satisfaction survey. The survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process.
- 6.4 Adhere to the Contractor Code of Conduct (Exhibit C).
- Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services.

  http://www.access.gpo.gov/nara/cfr/waisidx 02/34cfr361 02.html
- 6.6 Adhere to Client Transportation Requirements (Exhibit D) if a client is being transported by the Contractor during the service provision.

#### 7.0 SERVICE OUTCOMES

- 7.1 Client Service Planning. The outcome for this service includes a signed Client Service Plan that identifies the service objectives and agreements with regards to outcome achievement. The Client Service Plan is negotiated and developed during the initial face-to-face service planning meeting and is signed by the client, the Counselor and the Contractor.
- 7.2 Track A: Job Development, Placement and Retention (Non-Supported Employment)
  - 1. The required outcomes for Track A are:
    - 1. <u>Job Placement</u> which meets the following criteria:
      - The client is competitively employed in a job, for minimum of three (3) days, that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE);
    - 2. Successful Employment Retention which meets the following criteria:
      - The client is working successfully at a job that is consistent with his/her vocational goal as specified
        in the client's current IPE and maintains the agreed-upon minimum work hours without
        supplemental job coaching supports, and;
      - 2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of <u>at least 90</u> days after job placement outcome has been achieved, and;
      - 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
  - 2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track A is:
    - 1. Successful Employment Retention which meets the following criteria:
      - The client is working successfully at a job that is consistent with his/her vocational goal as specified
        in the client's current IPE and maintains the agreed-upon minimum work hours without
        supplemental job coaching supports, and;
      - The client is determined to be stable, as evidenced by maintaining successful employment
        consistent with the vocational goal as specified in the client's current IPE for a period of <u>at least</u> 90
        days after job placement, and;
      - 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

# 7.3 Track B: Job Development, Placement and Retention (Supported Employment)

The required outcomes for Track B are:

1. Job Placement which meets the following criteria:

- The client is competitively employed in a job, for minimum of three (3) days, that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
- 2. Successful Employment Retention which meets the following criteria:
  - The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
  - The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of <u>at least</u> 90 days after the job placement outcome has been achieved, and:
  - 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
- If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track B is:
  - 1. Successful Employment Retention which meets the following criteria:
    - The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and:
    - 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of <u>at least 90</u> days after the job placement outcome has been achieved, and:
    - 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

# 7.4 Track C: Enclave Employment Support and Retention

The outcomes for Track C include:

- 1. <u>Successful Employment Retention</u> which meets the following criteria:
  - 1. The client successfully transitioned to extended supported employment services, and;
  - 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of <u>at least 90</u> days after placement in the group setting.
  - 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

#### 7.5 Post Employment Services

The outcomes for this service include:

- 1. The client is successfully employed; and
- 2. The client, the Contractor and the Counselor agree that the client is stable at work and that the outcomes stated in the Client Services Plan have been achieved.

#### 8.0 CONTRACTOR PERFORMANCE EVALUATION

- 8.1 ADES will monitor and evaluate the Contractor's performance in achieving the service outcomes and compliance with the terms and conditions of this contract through on-site visits and through data gathered from the Contractor's claims for payment and required forms documenting achievement of outcomes and provision of service.
- 8.2 The Contractor shall meet the following minimum acceptable performance standards during a contract year:
  - 1. **Performance Standard #1**: Acceptance Rate: At a minimum, 80% of referrals for service (as measured by the issuance of an RSA authorization to the Contractor for a Client Service Plan which is included in the client referral packet) will result in a signed Client Service Plan.
  - Performance Standard # 2: Successful Employment Retention: At a minimum, 60% of clients whose
    cases have closed to the Contractor will have achieved the Successful Employment Retention Outcome
    with that contractor.
- 8.3 Clients served under Post Employment (refer to Section 7.5), will not be included when calculating the performance standards.
- 8.4 If the Contractor becomes the employer of record for the client:

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- 1. The service provision stops at job placement and no further payment will be issued to the Contractor beyond Job Placement Outcome but these clients will be included when calculating the performance standards.
- 2. This requirement does not apply to Track C Enclave Support and Retention (refer to Section 7.4).

#### 9.0 PAYMENT

- 9.1 Payment for Disability Related Employment Services will be made in accordance with the RSA Fee Schedule . The fees indicate the maximum payment rates.
- 9.2 Payment rates are all inclusive, which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.
- 9.3 Payment rates available under this contract include:

#### 9.3.1 Outcome Rates

- 1. Outcome rates are available for the following services:
  - 1. Client Service Plan (Track A, Track, B, Track C and Post Employment Services);
  - 2. Job Placement Outcome (Track A, Track B);
  - 3. Successful Employment Retention Outcome (Track A, Track B and Track C).
- 2. Payment for an outcome will be made as follows:
  - 1. After the client achieves each authorized outcome and the required documentation (as stated in Section 10. Reporting Requirements) has been submitted following outcome completion and accepted by the Counselor.
  - Payment for the Job Placement and Successful Employment Retention Outcomes will be made only once to the Contractor per client case.
  - 3. Payment for the Client Service Plan Outcome may be made more than once.

#### 9.3.2 Hourly Rate

- 1. Hourly rates are available for the following services:
  - 1. Job Development and Placement and Job Retention Services-Individual Setting (Track A and Track B)
  - 2. Job Development and Placement Services-Group Setting (Track A and Track B)
  - 3. Post Employment services.
- 2. Hourly Rate means One (1) Hour or sixty (60) minutes of time or increment thereof spent in providing services to one client. The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours
- Individual setting means that Job Development and Placement and Job Retention services are provided to one RSA client and this includes:
  - Direct contacts with clients, employers and/or Counselors, either face to face or using other communication methods (e.g. phones calls) provided that service provision lasted longer than fifteen (15) minutes.
  - Routine follow up calls lasting less than fifteen (15) minutes, are not billable.
  - 3. Client Service Planning meetings are not billable on an hourly basis.
- 4. Group setting means that Job Development and Placement service are provided to one RSA client who may be in a group of two (2) or more clients simultaneously receiving same service (e.g. classes for resume and interview skills development, etc.) These services do not include Track C Supported Employment- Group Placement setting (see Section 9.3.3)
- 5. For authorized hourly compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

#### 9.3.3 Daily Rate

- 1. Daily rate is available for Enclave Support services (Track C).
- 2. Daily rate means that one RSA client receives more than 3 consecutive hours of support services in a work setting with two or more individuals that are part of the same cluster/enclave. The Contractor shall bill for half day increments (0.5 units) when a client is in attendance in a group setting for three hours or less on a given calendar day. The daily rate is the same for whole or half days. At the end of the reporting period, the Contractor shall add up all WHOLE days and HALF days of the client's attendance. The days shall not be rounded.
- 3. For authorized daily compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

#### 10.0 REPORTING REQUIREMENTS

- 10.1 The Contractor shall submit the following program reports along with a Contractor Invoice Form (Exhibit J) to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005 within fifteen (15) calendar days after an outcome is achieved or within fifteen (15) calendar days following the month in which authorized services were provided:
  - 1. Client Service Planning
    - 1. Client Service Plan (Exhibit B).
  - 2. Track A: Job Development, Placement and Retention (Non-Supported Employment)
    - For Job Development, Placement or Retention hours provided (either Individual or Group): Monthly Service Report (Exhibit E).
    - 2. For Job Placement Outcome: Job Placement Report (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
    - 3. For Successful Employment Retention Outcome: Successful Employment Retention Report (Exhibit G).
  - 3. Track B: Job Development, Placement and Retention (Supported Employment)
    - For Job Development, Placement or Retention hours provided (either individual or group): Monthly Service Report (Exhibit E).
    - 2. For Job Placement Outcome: Job Placement Report (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
    - 3. For Successful Employment Retention Outcome: Successful Employment Retention Report (Exhibit G).
  - 4. Track C: Enclave Employment Support and Retention
    - 1. For Enclave Support days provided: Monthly Service Report (Exhibit E).
    - 2. For Successful Employment Retention Outcome: Successful Employment Retention Report (Exhibit G).
  - 5. Post Employment
    - 1. For Post Employment hours provided: Monthly Service Report (Exhibit E).
    - 2. For Job Placement Outcome: Job Placement Report (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
  - 6. Service Closure (Client no longer being served by the Contractor)
    - Service Closure Report (Exhibit H) within five (5) calendar days of the client's case closure including the
      reasons for closure after services are terminated for any reason. Contractor service closure may occur
      at any point after the Client Services Plan is signed and it can be initiated by Contractor, Client or
      Counselor.
  - 7. Counselor Communication

Provide updates of client progress either verbally or in writing as requested by the Counselor.

- 8. Unusual Incidents
- Report unusual incidents verbally within one (1) business day of the occurrence and a written report of the
  unusual incident shall be submitted within three (3) business days to the referring Counselor. Unusual
  incidents include, but are not limited to:
  - a. Death of a client;
  - b. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone):
  - c. When the Contractors suspects that a client may be missing;
  - d. Suicide attempts by the client;
  - e. Client might pose a threat to the physical or emotional well-being of an individual or Contractor's staff.
- 10.2 The Contractor shall submit *Quarterly Reports* (Exhibit I) to the RSA Contracts Unit Manager within fifteen (15) days following the end of each calendar quarter along with a copy of *Service Closure Report* (Exhibit H) for each client. The *Quarterly Report* is in an Excel spreadsheet format and all data must be entered directly by the Contractor. Completed *Quarterly Reports* shall be submitted by email.
- 10.3 Other Reports

RSA reserves the right to request the Contractor to submit additional or revised reports related to the 1. service provision and contract performance.

Reporting Requirements may change during the contract term. The Contractor will be notified about any change in reporting forms by mail. 2.

The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to: Arizona Department of Economic Security

RSA Contracts Unit Manager

PO BOX 6123 Site Code 930A, Phoenix, AZ 85005

- Any form referenced in this contract may be revised by RSA. 10.4
- 11.0 RSA Fee Schedule

# 11.1 RSA Fee Schedule For Years 1 and 2 Effective July 1, 2011 and Ending June 30, 2013

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services - Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$750	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,000	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,100	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,350	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

**Post Employment Services** 

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Replacement	One Hour	\$50	Post Employment Report

# 11.2 RSA Fee Schedule For Year 3 Effective July 1, 2013 and Ending June 30, 2014

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1250	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,500	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,600	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,850	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

Post Employment Services

Payment Unit	Rate	Reporting Requirements
- One Client Service Plan	\$100	Client Service Plan
One Hour	\$50	Post Employment Report
	- One Client Service Plan	- One Client Service Plan \$100

# Disability Related Employment Services DEFINITIONS

- 1. Competitive Employment: Work in the competitive labor market that is performed on a full-time or part-time basis in an Integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. Wages are paid by the employer, not the Contractor.
- Extended Supported Employment: Ongoing services needed to support and maintain an individual with a disability in employment after the VR program terminates employment support services.
- 3. Individualized Plan for Employment (IPE): An individualized plan is developed and implemented with each eligible client to whom the RSA is able to provide services. Services are provided in accordance with the provisions of the IPE. The IPE is designed to achieve a specific employment outcome that is selected by the client consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- 4. Informed Choice as defined by the Rehabilitation Act of 1973, as amended, and it's implementing regulations (34CFR 361.52). See link below:
  - http://www.access.gpo.gov/nara/cfr/waisidx\_02/34cfr361\_02.html
- 5. Integrated Employment: Employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.
- 6. Integrated Setting:
  - (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals;
  - (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons. (34 CFR 361.5(b)(33))
- Successful Employment: A client is considered to be successfully employed when they have entered or retained full-time or, if appropriate, part-time competitive employment in the integrated labor market, in supported employment, or any other type of employment, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
  - 1. When a client, who is in *competitive employment*, has been placed on the employer's payroli:
    - The employment shall be consistent with the client's abilities, capabilities, interests, and informed choice;
    - 2. The employment shall be in the most integrated setting possible, consistent with the client's informed choice;

#### Exhibit A

# Disability Related Employment Services DEFINITIONS

- 3. The client is no longer dependent on Vocational Rehabilitation for payment of supported employment services.
- 2. Successful Employment does NOT include: employment of an inmate within a correctional facility; employment in a non-integrated or sheltered setting; work under an On the Job Training (OJT) contract; involvement in a Work Experience Program or volunteer program; involvement in Job Corps; work for a Temporary Employment Agency unless this type of employment setting is the pre-identified client's goal.
- 8. Successful Employment Retention means:
  - 1. The client maintains successful employment for a period of at least 90 days after placement in successful employment.
  - 2. The client and the VR counselor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
  - 3. When a client's employment is different from what was planned on the Individualized Plan for Employment, the counselor must agree that all closure criteria have been met.

Section I: Basic Information

# Disability Related Employment Services CLIENT SERVICE PLAN

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Date of Service Plan Meeting:
Client Name: Last: First:
Client's Guardian/Representative Name (if applicable):
Contractor's Name:
Contract Number: RSA Purchase Authorization Number
Contractor's Representative Present at Service Plan Meeting:
Counselor Present at Service Plan Meeting:
Section II: Assessment Summary
Client's vocational goal(s):
Is client seeking full or part-time employment?
If part-time work is the goal, provide explanation?
Work schedule preference (i.e. weekdays, weeknights, weekends, etc):
Will the client require special accommodations or supports on the job?  ☐ Yes ☐ No If "Yes", please describe:
Are there significant barriers that need to be addressed to ensure successful employment?  Yes  N If "Yes", please describe:
Client has received benefits counseling, if applicable: Yes No  If "No", when will this be done and by whom?
Section III: Planned Services
Check applicable service type to be provided to the client:
Track A: Job Development, Placement and Retention (Non-Supported Employment) Track B: Job Development, Placement and Retention (Supported Employment) Track C: Enclave Employment Support and retention Post Employment
Anticipated start date of service:

1-26-11 vp

### Exhibit B

# Disability Related Employment Services CLIENT SERVICE PLAN

Track A and B Outcome/Service	Activities	Anticipated Number of Hours	Completion Date
Job Development and Placement	☐ Job market and wage analysis ☐ Job search skill development ☐ Identification of employers and job sites ☐ Negotiate position modifications (carve-out) with employer in order to accommodate client's needs ☐ Assistive technology and worksite modifications analysis and plan development ☐ Other ( Specify):		
Successful Employment Retention	<ul> <li>Maintain on-going contact with client and employer to ensure job satisfaction and to assist in issue resolution as needed to achieve employment stability</li> <li>Other ( Specify):</li> </ul>		
Track C Outcome/Service	Activities	Anticipated Number of Days	Expected Completion Date
Enclave Support	<ul> <li>Support in a group setting with 2 or more clients supervised by contractor staff.</li> <li>Training and coaching support to achieve employment stability</li> <li>Other ( Specify):</li> </ul>		
Post Employment Outcome/Service	Activities	Anticipated Number of Hours	Expected Completion Date
Post Employment Services	☐ Job Replacement ☐ Job Retention Support ☐ Other ( Specify):		
work together as a to document The Client and/or the following: 1. The Client's need 2. The possible impa	eir guardian/representative, the Contractor and the earn to achieve the client's successful employment seir guardian/representative, confirm that they fully us to be actively involved and working toward successect of employment on their SSI/SSDI benefits, and it report their earnings to the Social Security Administration	specified in this understand the ssful employmen that it is their	t. :h
	esentative Signature (If applicable):	Date	<u> </u>
Counselor Signature:		Date	
Contractor Representat	ive Signature:	Date	<u>-</u>

#### Exhibit C

#### **CODE OF CONDUCT**

The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall adhere to the following:

- 1. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
- 2. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
- 3. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
- 4. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
- 5. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
- 6. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
- 7. NEVER:
  - i. Engage in any form of intimate and sexual activity with an RSA client.
  - ii. Enter into any business partnership with an RSA client.
  - iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
  - iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
  - v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

# **CLIENT TRANSPORTATION REQUIREMENTS**

- 1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;
- 1.2 Transposition cost is the responsibility of the Contractor.
- If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:
  - No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;
  - 2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is
  - 3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
  - 4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
  - 5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
  - 6. Povide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
  - 7. Provide adapted vehicles for clients and/or care-givers with special mobility;
  - 8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
  - 9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.
- 1.4 All vehicles used for this service shall:
  - 1. Have valid registration and license plates.
  - 2. Have at least the minimum level of insurance required by the State of Arizona.
  - 3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.
- 1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
- 1.6 Ensure the following:
  - 1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
  - Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
  - 3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;
- 1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.
  - 1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

### Exhibit E

# Disability Related Employment Services MONTHLY SERVICE REPORT

### **SECTION I: BASIC INFORMATION**

Report Date: Report Date: Mon	th Year
Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	
Check applicable service: Track A Track B	Track C Post Employment Services (PES)
Job Development and Retention (Track A & B or PES) - Indi	vidual hours # of hours authorized
Job Development and Placement (Track A & B) - Group hou	rs # of hours authorized
Enclave Employment Support and Retention (Track C)	# of days authorized
SECTION II: CLIENT PROGRESS UPDATE	
Describe client progress in achieving Service Plan objectives	. Include specific examples of progress:
24. V	
8	
Identify any issues that client is encountering or any concer	ns and/or recommendations:
·	
Section II: Signatures	
Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

# Disability Related Employment Services MONTHLY SERVICE REPORT

Date	Activities / Services Provided	Number of units
•	relopment and Placement Services - Individual Hourly	
	,	
	Total	<u> </u>
lob Dev	elopment and Placement Services - Group Hourly	
**		
	Total	
ob Ret	ention Services - Individual Hourly	· · · · · · · · · · · · · · · · · · ·
	·	
	Total	
nclave	Employment Support and Retention - Day	
	Total	
ost Em	ployment – Individual Hourly	•
•		
	200-1011	
<del></del>		
		<del></del> -
	Total	

Exhibit F

# Disability Related Employment Services JOB PLACEMENT REPORT

# SECTION I: BASIC INFORMATION

Report Date:			
Client Name: Last:	First:		
Contractor Name:			
Contract Number:	RSA Purchase Authorization Number:		
Counselor Name:			
SECTION II: EMPLOYMENT INFORMATION	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11		
Check applicable box:			
Check applicable box:			
Employment Start Date:	Date Job Placement Outcome Achieve job):	ed (3 <sup>rd</sup> day on	
Job Title:			
Employer Name:			
Employer Contact Name and Title:		•	
Employer Address:			
Employer Phone:			
Hours worked per week:	Hourly Rate of Pay:		
Benefits Available:  Yes No If yes, please indicate: Health Insurance Sick Leave Vacation Retirement/Pension Plan	Are the wages and level of benefits to more than that paid by the employer similar work performed by non-disablindividuals?  Yes No Specify verification source:	for same or	
Job Duties:		:	
Job modifications?	le	¥0	
SECTION III: SIGNATURES		Data	
Client Signature (If not available, please explain):		Date:	
Client's Guardian/Representative Signature (If app	licable):	Date:	
Contractor's Signature:		Date:	

Exhibit G

# Disability Related Employment Services SUCCESSFUL EMPLOYMENT RETENTION REPORT

# **Section I: Basic Information**

Report Date:		
Client Name: Last:	First:	
Contractor Name:	·	
Contract Number:	RSA Authorization Number	•
Counselor Name:		
Section II: Employment Information		
Employment Start Date:	Date Successful Employment Retentio Achieved:	n Outcome
Job Title:		
Employer Name:	(	
Employer Contact Name and Title:		
Employer Address:		
Employer Phone:		, i
Hours worked per week:	Hourly Rate of Pay:	
Benefits Available: Yes No If yes, please indicate: Health Insurance Sick Leave Vacation Retirement/Pension Plan	Are the wages and level of benefits the than that paid by the employer for sar work performed by non-disabled individual Yes No Specify verification source:	ne or similar
Job Duties:		
Job modifications?	able	
Client is receiving ongoing Extended Supported if "yes", please indicate: Date services started Provider Name	Employment Services: Yes No	
Client confirms that he/she has been successfully vocational goal, abilities, capabilities, interests, as employment goal has been reached, and that the Section III: Signatures	nd informed choice, for at least 90 days	, that their
Client Signature (If not available, explain):		Date:
Client's Guardian/Representative Signature (If a	pplicable):	Date:
Contractor's Signature:		Date:

Exhibit H

# Disability Related Employment Services SERVICE CLOSURE REPORT

Client Name: Last:			Firs	•	
Contractor Name:					
Contract Number:				RSA Purchase Authorization Number	r:
Counselor Name:					
	vices Under (check o				· - · ·
Track A:	Track B:	Track C	: <u> </u>	Post Employment:	
SECTION II: REASO		LOSURE			
Date Case Closed to				<u>,</u>	<u> </u>
Reason services are	ending and case is o	closing to d	contr	actor:	
Services were succe					
Client achieved s	uccessful employmer	nt retentio	n		
Services were unsuc	ccessful or not compl	leted:		d requested another contractor	
<del></del> -		ce provisio	n ar	a requested another contractor	
Client moved out		1 101 1			
	ut of services due to	health issu	ues		
Client was incarc	erated				
	contact with client				
☐ Client circumstar	ices have changed a	nd they no	long	ger wish to pursue employment serv	ices
Contractor can no	o longer serve client	due to org	janiz	ation or business changes	
☐ Contractor no lor	nger willing to work v	with client			
RSA determined	services no longer a	ppropriate			
Other reason for	closure (specify):				
Comments:		111			
		11.0			
SECTION III: SIGNAT		· <u>-</u>			
Client Signature (If	not avallable, please	explain):			Date:
Client's Guardian/Re	presentative Signatu	ire (If app	licab	le):	Date:
Contractor Represen	itative Signature:				Date:

1 of 1

Disability Related Employment Services QUARTERLY REPORT

Exhibit 1

Reporting Calendar Quarter	arter	From		To				
Contract Number								
		F.3						
			# 6			Date of Job		Date of Successful Employment
Cllent's First Name	Client's Last Name	of SSN#	or *PES Received		Services Provided	Placement	Services Provided Outcome	Outcome

<sup>\*</sup> PES=Post Employment Services
\*\* Required field =enter past dates for clients transferred from previous contract (s)

# CONTRACTOR INVOICE FORM

24-4

Date				
Date:				
Calendar month covered in th	is billing:	to		
If billing for an outcome, indic	ate specific date out	tcome achieved:		
Contractor's name and addre	?SS:			
Contractor's Phone Number:		Contractor's	Fax Number:	
Contract Number:		-		
Contractor's FEI or SSN Num	ber:			
RSA client's name:				
RSA Authorization Number:			·	
Service *	Service Unit	Number of Service Units	RSA Fee per Service Unit \$	Total Billing Amount
* Attach all required reports				
"This invoice is a true and accuspecified; this invoice constitute of further invoices for paymen without discrimination based of this statement is subject to feet the person authorized to submit	ites the full and comp t of these services w n age, race, color, cr leral and state audit	plete charge for vill be made; the reed, gender, rel review." The in	the services described se services have been igion or national origin	l above; that provided n and that
Name, title, phone number and orm:	I address of the Conf	tractor has desig	nated person who pre	pared this
Name:		π	tle:	
Phone Number;				
Signature:				

Attachment 1

# Arizona Department of Economic Security Rehabilitation Services Administration RSA FEE SCHEDULE APPLICATION

PROVIDER INFORMATION
Legal Business Name Gila Corunty
Doing Business As City Code ) 5575 S. A Dane Nice Sur La 200
Malling Address (City State Zip Code ) 5575 S. Apache Nice. Sur la 200 Globe, Az - 85501
Remit To/ Billing Address (City State Zip Code), if different than mailing address
Contact Name and Title David B- Caddell, Program Manager
938-403-8664 938-435-9468 Contelle 10.91a.az.us
Video Phone Website Williamber 7-1-1
Name and Title of Authorized Signatory:
Michael A. Paster, Chairman, Gilo Couty Board of Supervisors
SERVICE INFORMATION
Check service type you propose to provide:
Track A: Job Development, Placement and Retention (Non-Supported Employment)  Job Development, Placement and Retention-Individual  Job Development, Placement-Group
Track B: Job Development, Placement and Retention (Supported Employment)  Job Development, Placement and Retention-Individual  Job Development, Placement-Group
Track C: Enclave Support and Retention
Post Employment Services

# Artzona Department of Economic Security Rehabilitation Services Administration **RSA FEE SCHEDULE APPLICATION**

FACILITY LO	CATION AN	IN RITCHTUE		see The serv	ice shall be pri	ovided in the	antire .
Indicate geog	raphic areas i	in which you i	provide servic	.63. (!/6 agi t			
county you se	lected.		·		<u> </u>		
☐ Statewide	☐ Apache	Cochise	☐ Coconine	☑ Gla	Grahem	☐ Greeniee	La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinai	Senta Cruz	☐ Yevepal	☐ Yuma
Service Locati	ion is a physic	cal location wi	here dient int	take and oth	er employmeni	t services are	conducted.
This does not	incude enclav	re/work sites.	If you provid	de services li	one or more	service locati	ons. piease
complete a Fa	dility Location	and Staffing	Chart for each	h location	•		
Service Locat	Ion Address (	City State Zip	Code County	y)	85501		
					. IConstill —.	idress	
928-402-	8664	Fax	8-425-9	468	double	li@Co-gila	az.les.
Contact Person	n's Name	4-11				0	
Dave And Hou	ure Of Operati	ion					
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# Attachment 1

# Arizona Department of Economic Security Rehabilitation Services Administration RSA FEE SCHEDULE APPLICATION

Indicate geog	raphic areas .	ID STAPPING In Which you		ces. The	servica	e shall be p	rovided in the	entire
Statewide		Cochisa	☐ Coconino	☑ Gik	1	Graham	☐ Greenlee	Le Pez
Li Navajo	☐ Maricopa	Mohave	Pima	☐ Pini	ol	Santa Cruz	☐ Yevepai	Yuma
Service Locati This does not complete a Fac	incude endav cilty Location	re/work sites. Tand Staffing	If you provid Chart for each	de servi in locati	ces in c	employmen one or more	t services are service locati	conducted. ons, please
Service Locat		107 W. F	Toutier 5	y) # 5a	4. C	PAYS	on Az 8	5541
Telephone Nu	mber >-86644	Fax	Number 425-	9468		Email a	ddress	ta .az . u.j.
Contact Perso	n's Name	a lua					4	
Days And Hou	on of Operations	lan an			mes)	8Aa-	5pm	
			43					
Does this Fadili Disability Act of List the Staff a	ty Location m f 1990 (ADA)	eet minimum and the Arch	accessibility fectural Barr	require iers Act	ments of 196	as required 9 (ABA),	by the Americ	can with es   No
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# Certification Regarding:

# Debarment, Suspension, Ineligibility and Voluntary Exclusion

# **Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County DBA Gila Employment Special Training
Name of Agency / Organization

Michael A. Pastor, Chairman, Gila County Board of Supervisors
Name and Title of Authorized Representative

Signature

Date

# Certification Regarding Lobbying

# ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

# **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," In accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION		<del></del>
* PRINTED NAME AND TITLE OF AUTHORIZED REPR	RESENTATIVE	
Prefix: Mr. *First Name: Michael Middle Name: A.	*Last Name: Pastor	Suffix:
*Title: Chairman, Gila County Board of	Supervisors	
My har Old factor	4/1	9/1/
* SIGNATURE:	* DATE:	



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2837 Consent Agenda Item 3. I.

**Regular BOS Meeting** 

Meeting Date: 11/18/2014
Submitted For: Michael O'Driscoll
Submitted By: Lauren Savaglio

Environmental Health Manager

Health & Emergency Services Division

<u>Department:</u> Health & Emergency Services Division <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> No <u>Contract Dates</u> 01/02/2015-08/31/2015 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: New

Requirement?:

#### **Information**

### Request/Subject

U.S. Food and Drug Administration Year 2 Retail Program Standards Grant Application for a Food Safety Task Force

#### **Background Information**

The U.S. Food and Drug Administration (FDA) and the Association of Food and Drug Officials (AFDO) have made available to the Gila County Division of Health & Emergency Services (GCDHES) a grant in the amount of \$2,000 for completion of projects to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Food Standards), in which GCDHES is enrolled. This funding will directly address Standard 7: Industry and Community Relations by developing a Food Safety Task Force (FSTF) with the goals of promoting industry and consumer interaction, providing a platform for educational outreach, and reducing food borne illness incidence rates in Gila County (GC). The FSTF will be a multi-agency, multi-stakeholder partnership designed to improve the protection of food supply in GC. The FSTF will be comprised of members with relevant expertise drawn from academia, private industry, governmental agencies, law enforcement, and technical professionals.

The specific goals are to: 1) identify and address food safety issues pertinent to food manufacturing, distribution, retail sales, and consumption, 2) act as an advisory board, 3) provide an interactive forum to enhance communication and strengthen partnerships among the various members and organizations, 4) identify and provide educational opportunities for stakeholders, and 5) identify gaps in communication and collaboration among the various stakeholders and develop strategies for interventions.

### **Evaluation**

The goal of the grant is to fund projects that ensure conformance with the Retail Program Standards, which have the goals to reduce food safety hazards and risks in retail and food service facilities. A FSTF would be designed to improve the protection of food supply in GC by collaborating and involving stakeholders from all areas of food expertise.

If granted the funding, GCDHES would facilitate the forming of the FSTF, accomplished through conducting outreach and recruitment activities and organizing and holding the initial meeting. The FSTF would be tasked with electing its governing body and developing, finalizing, and adopting rules and bylaws.

The grant application was submitted electronically on October 8th in order to meet the application deadline of October 10th.

# Conclusion

This grant funding will allow the GCDHES to develop a FSTF that will satisfy Standard 7 of the Retail Food Standards, and will promote industry and consumer interaction, provide a platform for educational outreach, and reduce food borne illness rates in GC.

#### Recommendation

The Gila County Division of Health and Emergency Services Director recommends that the Board of Supervisors approve the submission of a grant application to reduce food safety risks and thus reduce food borne illness for Gila County residents.

#### Suggested Motion

Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$2,000 to pursue funding for a Food Safety Task Force.

# **Attachments**

**FSTF Grant Application** 

R-SP-1410-01920

Gila County Division of Health & Emergency Services

Request for \$2,000.00

a. To directly address Standard 7, a Food Safety Task Force (FSTF) shall be developed with the goals of promoting industry and consumer interaction, providing a platform for educational outreach, and reducing food borne illness incidence rates in Gila County (GC). The FSTF will be a multi-agency, multi-stakeholder partnership designed to improve the protection of food supply in GC. The FSTF will be comprised of members with relevant expertise drawn from academia, private industry, governmental agencies, law enforcement, and technical professionals. The goals are to 1) identify and address food safety issues pertinent to food manufacturing, distribution, retail sales, and consumption, 2) act as an advisory board, 3) provide an interactive forum to enhance communication and strengthen partnerships among the various members and organizations, 4) identify and provide educational opportunities for stakeholders, and 5) identify gaps in communication and collaboration among the various stakeholders and develop strategies for interventions. The objectives include forming the FSTF, accomplished through conducting outreach and recruitment activities, including holding industry meetings, speaking at Board of Supervisors meetings, and media outreach (month 3); organizing and holding the initial meeting (month 4); electing a governing body (month 5) and; developing, finalizing, and adopting rules and bylaws (month 6). Resources needed are costs associated with printing and advertising.

# AUTHORIZING OFFICIAL INFORMATION

**Point of Contact:** 

Lauren Savaglio

**Authorizing Official Title:** 

Director

**Authorizing Official First Name:** 

Michael

**Authorizing Official Last Name:** 

O'Driscoll

**Authorizing Official Email:** 

modriscoll@gilacountyaz.gov

**Authorizing Official Phone:** 

928-402-8767

### PROJECT INFORMATION

**Project Title:** 

Gila County Food Safety Task Force

**Granting Year:** 

Year 2

PROJECT START DATE - May start on 1/2/2015

or after 12/01/2014:

PROJECT END DATE - Must be

8/31/2015

completed by 09/30/2015:

Have you conducted a self assessment of

all 9 standards?

Yes

Please select a Small Project sub

Completion of Verification Audit for One Standard (Fixed Grant of \$2,000)

category:

#### **Project Summary:**

a. To directly address Standard 7, a Food Safety Task Force (FSTF) shall be developed with the goals of promoting industry and consumer interaction, providing a platform for educational outreach, and reducing food borne illness incidence rates in Gila County (GC). The FSTF will be a multi-agency, multi-stakeholder

partnership designed to improve the protection of food supply in GC. The FSTF will be comprised of members with relevant expertise drawn from academia, private industry, governmental agencies, law enforcement, and technical professionals. The goals are to 1) identify and address food safety issues pertinent to food manufacturing, distribution, retail sales, and consumption, 2) act as an advisory board, 3) provide an interactive forum to enhance communication and strengthen partnerships among the various members and organizations, 4) identify and provide educational opportunities for stakeholders, and 5) identify gaps in communication and collaboration among the various stakeholders and develop strategies for interventions. The objectives include forming the FSTF, accomplished through conducting outreach and recruitment activities, including holding industry meetings, speaking at Board of Supervisors meetings, and media outreach (month 3); organizing and holding the initial meeting (month 4); electing a governing body (month 5) and; developing, finalizing, and adopting rules and bylaws (month 6). Resources needed are costs associated with printing and advertising.

#### **Project Members:**

Lauren Savaglio, Environmental Health Manager, Gila County Division of Health & Emergency Services. Ms. Savaglio would oversee the grant, responsible for all deliverables. Much of the food industry, as well as the Board of Supervisors, is well acquainted with Ms. Savaglio as she has previously held industry educational and outreach activities in the community.

Michael Lemon, Environmental Health Specialist, Gila County Division of Health & Emergency Services. Mr. Lemon would be responsible for outreach and recruitment activities. He is a Registered Sanitarian who is out in the community on a daily basis. He is recognizable and has access to the food industry, as well as the community during community events.

Rachel Abou Saleh, Environmental Health Specialist, Gila County Division of Health & Emergency Services. Ms. Abou Saleh would be responsible for outreach and recruitment activities. She is a trainee Registered Sanitarian (expected licensing October, 2014), who is out in the community on a daily basis. She is recognizable and has access to the food industry, as well as the community during community events.

Charles Turney, Community Health Specialist. Gila County Division of Health & Emergency Services. Mr. Turney would be utilized as a community liaison as he has been successful in the past of developing coalition groups and action groups.

### **Project Outcomes:**

a. The formation of the FSTF will promote industry and consumer interaction and provide a platform for educational outreach, which directly satisfies Standard 7. In Gila County, it has been found that when community -based collaborative efforts have been initiated, community capacity to achieve positive change through education, communication, and information increased. The FSTF will be able to help Gila County become more vision and mission driven in regards to food safety and tailor the needs and services to fit this community, and allow for the collaborative use of resources. The outcomes that will be measured will be the amount of community involvement (number of participants), the establishment of the FSTF, the development of rules and bylaws, and the number of educational activities and events.

Which standard(s) will this project help you meet? Select all that apply, #1-9 (Note: If performing a self assessment, select all 9 standards.): Standard No. 7 - Industry and Community Relations

### **BUDGET INFORMATION**

#### **Budget Worksheet:**

1.) For the project types listed below, please create a Budget Line Item labeled: *Fixed Reimbursement*. Enter the amount that corresponds to the grant for which you are applying. A Budget Narrative is <u>not</u> required for these project types.

- \$2,500 for Completion of a Self-Assessment of All Nine Standards
- \$2,000 for Completion of Verification Audit for One Standard
- \$3,000 for Completion of Verification Audits for Two or More Standards
- 2.) For the custom projects as listed below, please create all of the following Budget Line Items required for your project: Personnel Costs, Contracts, Equipment (single items over \$500), Supplies, Travel, and Other. Enter the appropriate amounts. A Budget Narrative is required for custom projects.
  - \$500 \$3000 for Custom Projects Related To Meeting One or More Standards

Note: click the green plus button to add a Budget Line Item.

Budget Item	Grant Amt Requested
Fixed Reimbursement	\$2,000.00
Total Grant:	\$2,000.00

Budget Narrative (1500 Max Characters):

ADDITIONAL INFORMATION	N	V
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REQUEST DOCUMENTS		

ARF-2838 Consent Agenda Item 3. J.

**Regular BOS Meeting** 

Meeting Date: 11/18/2014
Submitted For: Michael O'Driscoll
Submitted By: Lauren Savaglio

Environmental Health Manager

Health & Emergency Services Division

<u>Department:</u> Health & Emergency Services Division <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2014-2015 <u>Budgeted?:</u> No <u>Contract Dates</u> 12/01/2014-11/30/2015 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: New

Requirement?:

#### **Information**

### Request/Subject

U.S. Food and Drug Administration Year 2 Retail Program Standards Grant Application for a Risk Factor Study

#### **Background Information**

The U.S. Food and Drug Administration (FDA) and the Association of Food and Drug Officials (AFDO) have made available to the Gila County Division of Health & Emergency Services (GCDHES) a grant in the amount of \$17,934.47 for completion of projects to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Food Standards), in which GCDHES is enrolled. This funding will directly address Standard 9: Program Assessment. Standard 9 requires a risk factor study, which is designed to assess food safety procedures and practices in different types of food service and retail food store operations. The risk factor study will give quantitative measurements upon which to assess the trends of occurrence of food borne illness in Gila County (GC). This will allow for GC to tailor fit preventative actions and interventions to prevent food borne illness GCDHES recently began using a revised food inspection form, which will act as the data collection form for marking actual observations of food practices within an establishment. The focus areas of the study will be: 1) food sources, 2) holding/time and temperature, 3) cooking methods, 4) personal hygiene, and 5) contamination of equipment, surfaces, and food.

#### Evaluation

The goal of the grant is to fund projects that ensure conformance with the Retail Program Standards, which have the goals to reduce food safety hazards and risks in retail and food service facilities. A risk factor study is designed to assess food safety procedures and practices, which would then allow GCDHES to focus prevention activities and interventions on areas that would make the most impact reducing food borne illness.

If granted the funding, GCDHES would conduct the study during a 12-month period, which would include designing the study, data collection, and data analysis, which would include a plan for future trend analysis and tracking, and a plan for prevention activities and interventions.

The grant application was electronically submitted on October 8th in order to meet the October 10th deadline.

#### Conclusion

This grant funding will allow the GCDHES to develop a risk based study that will satisfy Standard 9 of the Retail Food Standards, and will assess food safety procedures and practices in different types of food service and retail food store operations, and food safety trends in GC, which will allow for proper preventative activities and interventions to reduce food borne illness.

### Recommendation

The Gila County Division of Health and Emergency Services Director recommends that the Board of Supervisors approve the submission of a grant application to reduce food safety risks and thus reduce food borne illness for Gila County residents.

### Suggested Motion

Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$17,934.47 to pursue funding for a risk-based study.

R-MP-1410-01924

Gila County Division of Health & Emergency Services

Request for \$17,934.47

a. In order to directly address Voluntary Retail Standard 9 (Program Assessment), a risk factor study must be conducted. The purpose of a risk factor study is designed to assess food safety procedures and practices in different types of food service and retail food store operations and then utilize these results to lower the risk of food borne illness in Gila County. Gila County has recently began using the recommended 2013 FDA Food Code inspection form, which will act as the data collection form for marking actual observations of food practices within an establishment. The focus areas of the study will be 1) food sources, 2) holding/time and temperature, 3) cooking methods, 4) personal hygiene, and 5) contamination of equipment, surfaces, and food. The objectives of this project are to develop and design risk factor study (month 1-2), data collection (month 3-9), and data analysis and outcomes (report). Include plan for future trend analysis and tracking (month 10-12).

# AUTHORIZING OFFICIAL INFORMATION

**Point of Contact:** 

Lauren Savaglio

**Authorizing Official Title:** 

Director

**Authorizing Official First Name:** 

Michael

**Authorizing Official Last Name:** 

O'Driscoll

**Authorizing Official Email:** 

modriscoll@gilacountyaz.gov

**Authorizing Official Phone:** 

928-402-8767

### PROJECT INFORMATION

Project Title:

Gila County Risk Factor Study

Granting Year:

Year 2

PROJECT START DATE - May start on 12/1/2014

or after 12/01/2014:

PROJECT END DATE - Must be

11/30/2015

completed by 12/04/2015:

#### Program:

**Project Summary:** 

a. In order to directly address Voluntary Retail Standard 9 (Program Assessment), a risk factor study must be conducted. The purpose of a risk factor study is designed to assess food safety procedures and practices in different types of food service and retail food store operations and then utilize these results to lower the risk of food borne illness in Gila County. Gila County has recently began using the recommended 2013 FDA Food Code inspection form, which will act as the data collection form for marking actual observations of food practices within an establishment. The focus areas of the study will be 1) food sources, 2) holding/time and temperature, 3) cooking methods, 4) personal hygiene, and 5) contamination of equipment, surfaces, and food. The objectives of this project are to develop and design risk factor study (month 1-2), data collection (month 3-9), and data analysis and outcomes (report). Include plan for future trend analysis and tracking (month 10-12).

**Project Members:** 

Lauren Savaglio, EH Manager, GCDHES. She will develop the study and write the analysis and final report. She manages EH and Communicable Disease (CD). She has a background in research, which will be utilized during the analysis and outcome portions.

Michael Lemon and Rachel Abou Saleh, Environmental Health Specialists, GCDHES. They will be responsible for collecting data during inspections. Mr. Lemon has over 25 years experience as a Registered Sanitarian RS) and Ms. Abou Saleh has been training as an RS (expected licensing 10/2014) and both have begun the pre and post course requirements as part of Standard 2.

Sandra Pena, CD Specialist, GCDHES. She will be assisting in the analysis of the data as she has a background in epidemiology.

### **Project Outcomes:**

A completed risk factor study will give quantitative measurements upon which to assess the trends of occurrence of food borne illness risk factors over time. This coupled with the communicable disease surveillance program will give a true picture of food borne illness in Gila County. This will allow for Gila County to tailor fit interventions and preventative actions to prevent food borne illness.

Which standard(s) will this project help you meet? Select all that apply,#1-9:

Standard No. 9 - Program Assessment

#### **BUDGET INFORMATION**

# **Budget Worksheet**

- 1.) For Category 2 Moderate Projects (\$10,000 \$20,000), please create any of the Budget Line Items listed below that are required for your project. Enter the corresponding amounts. A Budget Narrative is required.
  - · Personnel Costs
  - Contracts
  - Equipment (single items over \$500)
  - · Supplies
  - · Travel
  - Other

Note: Click the green plus button to add a Budget Line Item.

BUDGET	REQUESTS
Budget Item	Grant Amt Requested
Pena Salary and ERE	\$1,144.50
Savaglio Salary and ERE	\$5,018.00
Printing	\$60.00
SAS Analytic Pro	\$8,700.00

	Budget Item	Grant Amt Requested
Tr	avel	\$408.00
М	ailings ·	\$2,603.97
	Total Grant:	\$17,934.47

**Budget Narrative (1500 Max Characters):** 

The mailings will include outreach to industry. GC has 368 establishments and additional mailings were calculated in for any new establishments, stakeholders, and political officials.

400 mailings \* 3 = 1200

Postage \$0.49 \* 1200 = \$588.00

Envelopes 3 boxes at \$31.99 ea = \$95.97

Printing costs of 2 sheets/ mailing at \$0.10/sheet = \$720.00

Travel costs were calculated at \$0.51 per mile (GC standard) using a county vehicle. This is for outreach, including meetings with political officials. We have estimated 5 round trips from Payson to Globe. \$0.51 \* 160 (round trip) = \$81.60 \* 5 = \$408.00

As part of the study, statistical analysis would be required after the data collection. SAS Analytic Pro would be used in this capacity.

To educate the food industry on the risk factor study being conducted, two meetings will be held with handouts. Printing costs of 3 sheets per meeting for 200 participants at \$0.10/sheet = \$60.00

For months 1-2 and months 10-12, Ms. Savaglio is estimated to work 0.25 time on this project.

Savaglio base salary \$46,597 1.0 FTE Employee related expenses (ERE) 40% ERE \$18,639 Project Accounting: 0.25 FTE X 16 weeks Salary \$3,584 ERE \$1,434 Total \$5,018

For months 10-12, Ms. Pena is estimated to work 0.10 time on this project.

Pena base salary \$35,422 1.0 FTE Employee related expenses (ERE) 40% ERE \$14,169 Project Accounting: 0.10 FTE X 12 weeks Salary \$817.50 ERE \$327 Total \$1,144.50

### ADDITIONAL INFORMATION

REQUEST DOCUMENTS

REQUEST DOCUMENTS

### ARF-2874

# Consent Agenda Item 3. K.

# **Regular BOS Meeting**

Meeting Date: 11/18/2014

Submitted For: Kendall Rhyne, Court Administrator

<u>Submitted By:</u> Jonathan Bearup, Deputy Court Administrator, Superior Court <u>Department:</u> Superior Court <u>Division:</u> Superior Court Administration

# Information

# Request/Subject

Appointment of Justices of the Peace Pro Tempore for the Globe Regional Justice Court and the Payson Regional Justice Court.

# **Background Information**

The Presiding Judge of the Superior Court in Gila County has requested the appointments of the following individuals to serve in the capacity of Justice of the Peace Pro Tempore:

Payson Regional Justice Court - John Perlman; Don Calendar; Ronnie McDaniel; Paul Julien; Rebecca Baeza; and Gary Scales.

Globe Regional Justice Court - Rebecca Baeza; Don Calendar; Paul Larkin; Ronnie McDaniel; and Gary Scales.

The Justices of the Peace Pro Tempore for the Payson Regional Justice Court and the Globe Regional Justice Court will serve for twelve (12) months, from January 1, 2015, to December 31, 2015, unless terminated earlier by order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purpose of enhancing the court's ability to process cases.

# **Evaluation**

Because of exigent circumstances requiring qualified judicial officers when conflicts arise, or in the event a Justice of the Peace is absent or unavailable, pursuant to A.R.S. 22-121, the above appointments are requested for Justice of the Peace Pro Tempore for the Payson and Globe Regional Justice Courts. All Justices of the Peace Pro Tempores may serve from time to time as requested and subject to the availability of funds of the respective Justice Courts. All terms of service shall expire on December 31, 2015, unless terminated earlier by order of the Presiding Judge.

### Conclusion

The Presiding Judge of the Superior Court in Gila County has requested the appointment of individuals to serve as Justices of the Peace Pro Tempore, pursuant to A.R.S. 22-121, for the purposes of enhancing the court's ability to process cases.

### Recommendation

Presiding Judge Peter J. Cahill recommends that the Gila County Board of Supervisors approve the appointment of the named individuals as Justices of the Peace Pro Tempore for the Payson and Globe Regional Justice Courts, with all terms concluding on December 31, 2015.

# Suggested Motion

Approval of the appointments of the following individuals as Justices of the Peace Pro Tempore for the Payson Regional Justice Court and the Globe Regional Justice Court: Payson Regional Justice Court - John Perlman; Don Calendar; Ronnie McDaniel; Paul Julien; Rebecca Baeza; and Gary Scales; and Globe Regional Justice Court - Rebecca Baeza; Don Calendar; Paul Larkin; Ronnie McDaniel; and Gary Scales. All terms of office will expire on December 31, 2015.

# **Attachments**

2014-BOS Approval JP Pro Tem 2014 BOS Memo JP Pro Tems JP Pro Tem Orders

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Don Calender** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated	2014
	GILA COUNTY BOARD OF SUPERVISORS
	Bv:

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated	<del></del>	2014.
	GILA COUNTY BOARD OF SUPERVISOI	RS
	By:	

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Larkin** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated	2014.

# GILA COUNTY BOARD OF SUPERVISORS

By:		
	Michael A. Pastor, Chairman	

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Gary Scales** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated	2014
	GILA COUNTY BOARD OF SUPERVISORS
	Bv:

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Perlman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated	20	14
	GILA COUNTY BOARD OF SUPERVISORS	
	By:	

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Rebecca Baeza** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice court in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated		2014
	GILA COUNTY BOARD OF SUPERVISO	ORS
	By:	

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Ronnie O. McDaniel** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated		2014
	GILA COUNTY BOARD OF SUPERVISO	RS
	By:	



PETER J. CAHILL Presiding Judge, Division I Extension 8686

KENDALL RHYNE Chief Probation Officer/ Court Administrator Extension 8671

# Superior Court of Gila County

ROBERT DUBER, II Judge, Division II Extension 8690

Gila County Courthouse 1400 East Ash Globe, Arizona 85501 (928) 425-3231

# **MEMORANDUM**

DATE: November 3, 2014

**TO:** Gila County Board of Supervisors

FROM: Peter J. Cahill, Presiding Judge

**RE:** Appointments of Justices of the Peace Pro Tempore for Gila County

The Globe Regional Justice Court has requested appointment of the following individuals as Justices of the Peace Pro Tempore for the Globe Regional Justice Court: Rebecca Baeza; Don Calendar; Paul Larkin; Ronnie McDaniel; and Gary Scales.

The Payson Regional Justice Court has requested appointment of the following individuals as Justices of the Peace Pro Tempore for the Payson Regional Justice Court: John Perlman; Don Calendar; Ronnie McDaniel; Paul Julien; and Gary Scales.

I am requesting your approval of these appointments pursuant to A.R.S. §22-121. (A copy of the Administrative Order is enclosed.)

The Justice Courts of Gila County have recommended that the proposed individuals receive these appointments, which is for a period of twelve (12) months, from January 1, 2015, through December 31, 2015. Compensation for a Justice of the Peace Pro Tempore is subject to availability of funds in the respective justice court budgets. Funds are included in the current fiscal year budget.

I have enclosed a proposed form approving the appointments for the Board to consider. Thank you for your consideration of this request.

IN THE MATTER OF THE	)	
APPOINTMENT OF JUSTICE OF	, )	
THE PEACE PRO TEMPORE FOR	)	ADMINISTRATIVE ORDER
PAYSON REGIONAL	)	No. 2014 PJC - 00010
JUSTICE COURT	)	,

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED,** pursuant to A.R.S. §22-121, appointing **John Perlman** Justice of the Peace Pro Tempore of the Payson Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge.

Datad

2014.

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

John Perlman 104 South Broad Street, Suite 4 Globe, Arizona 85501

IN THE MATTER OF THE	)	
APPOINTMENT OF JUSTICE OF	)	
THE PEACE PRO TEMPORE FOR	)	ADMINISTRATIVE ORDER
GLOBE REGIONAL JUSTICE	)	No. 2014 PJC - 00011
COURT JUSTICE COURT	)	/

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing Paul Larkin Justice of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested, subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge.

Dated 2014.

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Paul Larkin 1155 South 132<sup>nd</sup> St Gilbert, AZ 85233

)	
)	
)	ADMINISTRATIVE ORDER
)	No. 2014 PJC - 00012
)	,
)	
•	g qualified judicial officers when conflicts arise or A.R.S. §22-121, appointing the <b>Honorable Gary</b>
pore of the te to time ar (Janua	ne Payson Regional Justice Court and the Globe as requested without compensation. The term of ry 1, 2015, through December 31, 2015), unless
ing vaab	-
5	2014.
	SATRON CAHTU
	Presiding Judge
	ersuant to

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Honorable Gary V. Scales Gila County Courthouse

IN THE MATTER OF THE	)				
APPOINTMENT OF JUSTICE OF	)				
THE PEACE PRO TEMPORE FOR	)			RATIVE O	
PAYSON REGIONAL	)	1	No. 2014	PJC - <u>00</u>	013
JUSTICE COURT	)		•		
Because of exigent circumstance	s requiring	qualified judic	cial officers	when conflic	cts arise o
Justices of the Peace are absent,					
IT IS HEREBY ORDERED, Justice of the Peace Pro Tempore of the I requested and subject to the availability of shall be for one (1) year (January 1, 2015) Order of the Presiding Judge.	Payson Reg	ional Justice C the Justice Co	ourt to serurt. The ter	ve from time m of this app	to time as pointmen
Dated	5			_2014.	
	,	Val	in C	141	(U

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Paul Julien 195 E. Yvon Dr. Tucson AZ 85704

IN THE MATTER OF THE APPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL JUSTICE COURT	) ) ) )	ADMINISTRATIVE ORDER No. <u>2014</u> PJC - <u>00014</u>
-----------------------------------------------------------------------------------------------------------------------------------------	------------------	------------------------------------------------------------

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing Don Calendar as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge.

Dotad

2014

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Don Calendar 669 W. Carter Dr., Tempe, Arizona

IN THE MATTER OF THE APPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE REGIONAL JUSTICE COURT AND PAYSON REGIONAL	) ) ) )	ADMINISTRATIVE ORDER No. 2014 PJC - 000 15
JUSTICE COURT	)	

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing Rebecca Baeza as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2015, through December 31, 2015), unless terminated earlier by Order of the Presiding Judge.

Dated

2014.

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Rebecca Baeza Globe Regional Justice Court Gila County Courthouse

IN THE MATTER OF THE	)	
APPOINTMENT OF JUSTICE OF	)	
THE PEACE PRO TEMPORE FOR	)	ADMINISTRATIVE ORDER
GLOBE REGIONAL JUSTICE	)	No. 2014 PJC - 00016
COURT AND PAYSON REGIONAL	)	
JUSTICE COURT	)	

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing Ronnie O. McDaniel as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2015 through December 31, 2015), unless terminated earlier by Order of the Presiding Judge.

Dated

2014.

Presiding Judge

cc:

Globe Regional Justice Court Gila County Courthouse

Payson Regional Justice Court 714 South Beeline Highway Payson, Arizona 85541

Ronnie O. McDaniel P.O. Box 1 Payson, Arizona 85547

# ARF-2844 Consent Agenda Item 3. L.

### **Regular BOS Meeting**

Meeting Date: 11/18/2014
Submitted For: Robert Gould

Submitted By: Robert Gould, Community Development Division Director, Community Development Division

<u>Department:</u> Community Development Division <u>Division:</u> Building

#### Information

### Request/Subject

Gila County Building Safety Advisory and Appeals Governing Board Reappointments.

#### **Background Information**

Bruce Binkley and Bob O'Conner are current members of the Building Safety Advisory & Appeals Board od Directors. Their terms of office are due to expire on December 31, 2014. Mr. Binkley and Mr. O'Connor have agreed to serve on this governing board for another 4-year term of office.

### **Evaluation**

Arizona Revised Statute §11-862 and the Gila County Building Code Ordinance require that the Building Safety Advisory and Appeals Board consist of members who are Gila County residents with experience in certain categories. Two of these categories include being an architect duly licensed in the state of Arizona and the other is described is a person engaged in the electrical, mechanical or plumbing trade. Mr. Binkley resides in Globe and he is a licensed architect; and Mr. O'Conner resides in Payson and he is a licensed HAVC contractor.

#### Conclusion

Mr. Binkley & Mr. O'Conner meet all of the requirements to remain members of the Gila County Safety Advisory & Appeals Board.

### Recommendation

The Community Development Division Director recommends that the Board of Supervisors reappoint Mr. Binkley & Mr. O'Conner to the Building Safety Advisory & Appeals Board for an additional 4-year term.

#### Suggested Motion

Approval to reappoint Bruce Binkley & Bob O'Conner to the Gila County Building Safety Advisory and Appeals Board of Directors for a four-year term, from January 1, 2015, to December 31, 2018.

# <u>Attachments</u>

Building Safety Advisory & Appeals Proposed Governing Board Membership List

Section 4-G.C. Building Code Ordinance

ARS 11-862

#### GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to BOS on 11/18/14)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current	Term of Incumbent (End date must match end	Term of Office (Only change when new
			Appointment	date of Term of Office)	term cycle begins
Perry Schall-Plumber	D	C (10/22/13)	1 year, 7 months	01/01/14 - 12/31/17	01/01/14 - 12/31/17
Clint Miller-Architect	D	C (10/22/13)	13 months	01/01/14 - 12/31/17	01/01/14 - 12/31/17
Mike Hanich-Architectural	D	C (01/24/12)	3 years, 9 months	01/01/12 - 12/31/15	01/01/12 - 12/31/15
Draftsman					
Walter Del Campo-Electrical	D	B (Peter Havens)	-	06/25/13-12/31/16	01/01/13-12/31/16
Contractor		(06/25/13)			
Bruce Binkley-Architect	D	C (11/18/14)	1 year, 8 months	01/01/15-12/31/18	01/01/15-12/31/18
Bob O'Connor-HVAC	D	C (11/18/14)	6 years, 9 months	01/01/15-12/31/18	01/01/15-12/31/18
Contractor					
Peter Oddonetto-General	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	01/01/12-12/31/15
Contractor					

# <sup>1</sup> Appointment Information:

- A. Date of creation: October 23, 2007
- B. Per A.R.S. 11-862 Board must have 5 but not more than 7 members from the following categories and must be licensed in AZ: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade.
- C. Per Gila County Building Ordinance, Section 4(B)(2) Board members must be residents of Gila County but cannot be employees of Gila County government.
- D. Appointed by the BOS with 4-year terms of office...staggered so that at least one but no more than two terms expire each year.

# <sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

# <sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

#### SECTION 4. ADVISORY AND APPEALS BOARD

#### A. <u>Authority and Purpose</u>

- 1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms "Board", "Advisory Board", "Board of Appeals" or "Advisory and Appeals Board" appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.
- 2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.
- 3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
- 4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

#### B. Members and Qualifications

- 1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
  - a. Two members shall be appointed to four year terms.
  - b. Two members shall be appointed for three year terms.
  - c. Two members shall be appointed for two year terms.
  - d. One member shall be appointed to a one year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

- 2. Members of the Advisory and Appeals Board must be residents of GilaCounty but cannot be employees of GilaCounty government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
  - 1. An architect duly licensed in the state of Arizona.
  - 2. A professional engineer duly licensed in the state of Arizona.
  - 3. A general contractor duly licensed in the state of Arizona

- 4. A person representing the public
- 5. A person engaged in the electrical, mechanical or plumbing trade.
- 3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
- 4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding GilaCounty.

#### C. Vacancies

- 1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
- 2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
- 3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
- 4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

#### D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

- 2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.
- 3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.
- 4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.
- 5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
- 6. In the absence of both the Chairman and the Vice-Chairman, a Chairman protempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman protempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
- 7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
- 8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
- 9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
- 10. The Secretary of the Board shall be custodian of the records of the Board.

#### E. <u>Hearings and Meetings</u>

- 1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.
- 2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.

- 3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.
- 4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
- 5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
- 6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision or determination currently held or being enforced.

#### F. Quorum and Voting

- 1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.
- 2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
- 3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
- 4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
- 5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

#### G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.

- 1. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.
- 2. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).
- 4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
- 5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
- 6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.
- 7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.
- 8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.

- 9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.
- 10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the CountyAttorney or Deputy County Attorney is unable to appear on behalf of the Board.
- 11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

#### H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

#### 11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

- 1. An architect duly licensed in the state of Arizona.
- 2. A professional engineer duly licensed in the state of Arizona.
- 3. A general contractor duly licensed in the state of Arizona.
- 4. A person representing the public and a resident of the county.
- 5. A person engaged in the electrical, mechanical or plumbing trade.
- B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.
- C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.
- D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.
- E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.
- F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

©2007 Arizona State Legislature ARF-2851 Consent Agend

Consent Agenda Item 3. M.

**Regular BOS Meeting** 

**Meeting Date:** 11/18/2014

**Reporting** September 2014

Period:

Submitted For: Anita Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court,

Clerk of the Superior Court

#### Information

#### **Subject**

Clerk of the Superior Court's Office Monthly Report for September 2014.

#### **Suggested Motion**

Acknowledgment of the September 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

#### **Attachments**

Clerk of Court September 2014

# IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF GILA

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**CLERK'S REPORT** 

**FOR** 

SEPTEMBER 2014

#### TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO

Clerk of the Superior Court Of Gila County, Arizona

GILA COUNTY SUPERIOR COURT

Report generated on: 10/2/2014 8:00:43 AM

Criteria: From Date: 9/1/2014

To Date :9/30/2014

Agency Code	Agency Name	GL Account Nu	n GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Nan	ne:						Amount		2.00
		618000822	BANK OF THE WEST - BUSINESS ACCOUNT			(\$82.00)		(\$82.00)	(\$4.10
		5555	HOLD ACCOUNT	\$2936.34		(\$4801.34)		(\$1865.00)	\$0.0
Agency Nan	ne: ALLOCATION ADJUSTME	NT REFUNDS				,		(4.000.00)	Ψ0.0
AAR	ALLOCATION ADJUSTMENT REFUNDS		ALLOCATION ADJUSTMENT REFUND ACCOUNT			\$82.00		\$82.00	\$0.0
Agency Nan	ne: BOND POSTED - THIS CO	URT							
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$20452.39				\$20452.39	\$0.0
Agency Nan	ne : ELECTED OFFICIALS RET	TRE. FUND							
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2401.12		\$2.44		\$2403.56	\$120.1
Agency Nan	ne: GILA COUNTY TREASURE	R							
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$4.77				\$4.77	\$0.2
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$38.15				\$38.15	\$1.9
		ZVAPB	30% INTERSTATE	\$6.00		(\$6.00)		1/ 10 to 00	\$0.0
		ZVAPB	COMPACT	φ0.00		(\$6.00)		+6.00 \$0.00	Ψ0.0
		ZIAAF		\$268.22		\$75.00		\$343.22	

Agency Code	Agency Name		ım GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond N Forfeiture Amount	et Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZATT	ATTORNEY FEE REIMBURSEMENT	\$1860.00				\$1860.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$451.47				\$451.47	\$22.57
		ZFEE	BASE FEES (GENERAL FUND)	\$4956.12		\$5.10		\$4961.22	\$248.06
		ZFINE	BASE FINES	\$2433.30		\$130.00		\$2563.30	\$128.17
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$396.48				\$396.48	
		ZCEF	CLEAN ELECTIONS FUND	\$219.51		\$7.14		\$226.65	\$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND- STATE	\$26.13				\$26.13	\$1.31
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND- LOCAL	\$1.37				\$1.37	\$0.07
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$40.43		\$0.04		\$40.47	\$2.02
		ZJDET	COUNTY JUV DETENTION	\$44.01				\$44.01	\$2.20
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2399.67		\$2.43		\$2402.10	\$120.11
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1040.39		\$33.57		\$1073.96	\$53.70
		ZDNAS	DNA STATE SURCHARGE	\$132.10		\$5.00		\$137.10	\$6.86
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1145.88		\$2.49		\$1148.37	\$57.42

Agency Code	Agency Name	GL Account Nur	m GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVCA	DOM. VIOLCHLD ABUSE PREV FND	\$302.29		\$0.31		\$302.60	\$15.13
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$105.00				\$105.00	\$5.25
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1418.12		\$1.41		\$1419.53	\$70.98
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$26.73				\$26.73	\$1.34
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$205.10		\$0.21		\$205.31	\$10.27
		ZDCRT	DRUG COURT FEE FUND	\$630.00		\$20.00		\$650.00	\$32.50
		ZDUIA	DUI ABATEMENT FUND	\$465.00				\$465.00	\$23.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$362.25				\$362.25	\$18.11
		ZWITN	EXPERT WITNESS FUND	\$600.00				\$600.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$96.91		\$50.00		\$146.91	\$7.35
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$221.48		\$20.00		\$241.48	\$12.07
		ZEXT	EXTRADITION REIMBURSEMENT	\$100.00				\$100.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$11.17				\$11.17	7 \$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$153.63		\$5.00		\$158.63	3 \$7.9
		ZCC	GEN JURIS CONCILIATION COURT	\$1774.09		\$10.77		\$1784.86	6 \$89.2

Agency Code	Agency Name		GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Net Amoun Forfeiture Amount	t 5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCAT	GILA COUNTY ATTORNEY - 60%	\$1968.98		\$207.00	\$2175.9	8 \$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$328.16		\$34.50	\$362.6	6 \$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$984.51		\$103.50	\$1088.0	1 \$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$27.03	\$27.0	3 \$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1178.80		\$1.20	\$1180.0	0 \$59.00
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2677.54		\$2.71	\$2680.2	5 \$134.0°
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$105.00		\$15.75	\$120.7	5 \$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$195.00		\$29.25	\$224.2	5 \$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$10.00		\$153.60	\$163.6	0 \$8.1
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$90.00		\$614.40	\$704.4	0 \$35.2
		ZJS	JUVENILE PROBATION SERV FEES	\$334.63		\$40.00	\$374.6	3 \$18.7
		ZLCL	LOCAL COSTS/FEES - NSF	\$85.00			\$85.0	00 \$4.2
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$287.39		\$9.29	\$296.6	\$14.8

Agency Code	Agency Name		GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZMISC	MISCELLANEOUS FEES	\$80.49				\$80.49	\$4.02
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$4.00				\$4.00	\$0.20
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$15.08				\$15.08	\$0.75
		ZOVF	OVERPAYMENT FORFEITED	\$0.03				\$0.03	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$675.00				\$675.00	\$33.75
		ZPCOF	PRISON CONSTRUCTION AND	\$1671.72				\$1671.72	\$83.59
		ZPRS6	PROB SURCH 2006	\$1.20				\$1.20	\$0.06
		ZPBA	PROBATION FEE ADULT	\$9288.31		\$1265.00		\$10553.31	
		ZPUBZ	PUBLIC DEFENDER FEES	\$60.00				\$60.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$241.06				\$241.06	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$136.48		\$0.83		\$137.31	\$6.87
		ZSTAT	STATE TREASURER - GENERAL FUND	\$84.47				\$84.47	\$4.22
		ZVAF	VICTIMS ASSISTANCE FUND	\$14.00		(\$14.00)	-	\$0.00	\$0.00
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$15.00		\$100.00		\$115.00	\$5.75
		ZPRS9	ZPRS9	\$135.34		(\$16.00)		± // \$119.34	\$5.97
Agency Na	me: MISCELLANEOUS - TRUS	т				**************************************		+16 \$119.34	Ψ3.37
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00

Agency Code	Agency Name	GL Account N	um GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount I	Bond Forfeiture Amount		5% Set Aside
Agency Nai	me: OVERPAYMENT FUND				CONTRACTOR OF THE STATE OF THE	Affinia Kaecini - group Tage (12 million		A CONTRACTOR	
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$231.50				\$231.50	\$0.00
Agency Nai	me: RESTITUTION							7201.00	Ψ0.00
ZREST	RESTITUTION	ZREST	RESTITUTION	\$19519.42		\$1862.31		\$21381.73	\$0.00
			Total:	\$88242.23		\$0.00 Less Shaded	Areas:	88,278.2 \$88242.23 - 44,524.3	\$2023.76
						Hold A	ccount:	43,753.8 +1,865.0	
								\$ 45,618.8	8

STATE OF ARIZONA	)	
	)	SS
County of Gila	)	

ANITA ESCOBEDO, being first duly sworn according to law, Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of SEPTEMBER, 2014.

NITA ESCOBEDO

Clerk of the Superior Court Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 13<sup>TH</sup> day of OCTOBER 2014.

Deputy

#### ARF-2867 Consent Agenda Item 3. N.

**Regular BOS Meeting** 

**Meeting Date:** 11/18/2014

**Reporting** October 7, 2014, October 21, 2014, and October 28,

**Period:** 2014

Submitted For: Marian Sheppard

**Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of

Supervisors

#### Information

#### **Subject**

October 7, 2014, October 21, 2014, and October 28, 2014, Board of Supervisors' Regular meeting minutes.

#### **Suggested Motion**

Approval of the October 7, 2014, October 21, 2014, and October 28, 2014, Board of Supervisors' Regular meeting minutes.

#### **Attachments**

BOS 10-28-14 Meeting Minutes

BOS 10-21-14 Meeting Minutes

BOS 10-07-14 Meeting Minutes

### BOARD OF SUPERVISORS MINUTES GILA COUNTY, ARIZONA

Date: October 28, 2014

MICHAEL A. PASTOR MARIAN E. SHEPPARD

Chairman Clerk of the Board

**TOMMIE C. MARTIN** By: Laurie J. Kline

Vice-Chairman Deputy Clerk

JOHN D. MARCANTI Gila County Courthouse

Member Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

#### Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jeff Hessenius led the Pledge of Allegiance and Pastor Gordon Hauptman of the Crossroads Foursquare Church in Payson delivered the invocation.

#### Item 2 - PRESENTATIONS:

## A. Presentation by Andy Smith, Central Arizona Governments' (CAG) Transportation Planning Manager, regarding CAG's Regional Transportation Plan.

Andy Smith, CAG Transportation Planning Manager, provided a slide presentation regarding the background, near term, mid-term and long term goals and the timeframe of completion of the projects. A summary is as follows:

#### Near-Term Implementation Needs (2020)

US-60 (Gold Canyon) Re-route

Construct new 4-lane access controlled facility

SR-347

Widen to 6 lanes north of Maricopa Casa Grande Highway Hunt Highway

Widen to 6 lanes north of Arizona Farms Road

SR-287 (Florence-Coolidge Highway)
Widen to 6 lanes between SR-87 and Adamsville Road

#### **Mid-Term Implementation Needs (2030)**

US 60

Widen to 6 lanes between Signal Butte Road and Mountain View Road Ironwood Drive

Widen to 6 lanes between Germann Road and Bella Vista Road Hunt Highway

Widen to 6 lanes between Arizona Farms Road and Attaway Road Attaway Road

Widen to 4 lanes between Hunt Highway and SR-287

SR-87

Widen to 4 lanes north of Sacaton Road and between SR-387 and SR-287

SR-287

Widen to 4 lanes between Adamsville Road and SR-79

White & Parker Road

Widen to 4 lanes between Smith-Enke Road and Maricopa-Casa Grande Highway

Maricopa-Casa Grande Highway

Widen to 6 lanes between SR-347 and Val Vista Road

#### Recommended Scenario 2040 Network

Increased Roadway Capacity on Existing Major Roadways New Freeways/High Capacity Roadways

SR-87/SR-260 (Payson)

US-60 re-route (Gold Canyon)

SR-24

North-south corridor

New arterial connectivity to high capacity roadways

Interim connectivity between SR-24, north South corridor and US-60

In response to Vice-Chairman Martin's inquiry regarding the anticipated completion of said projects; Mr. Smith briefly reviewed the other elements of the Regional Transportation Plan and stated that the goal is to have all of these aforementioned projects completed by 2040.

#### Item 3 - PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution No. 14-10-02 to name a previously unnamed section of road in Globe as W. Raven Ridge Road.

Steve Stratton, Public Works Division Director, stated that the Rural Addressing Department staff received a petition signed by all of the property owners who live on the section of road described above in favor of the proposed road name. The County has followed the requirements outlined in the Gila County Street Naming and Property Numbering Ordinance and staff recommends adoption of Resolution 14-10-02.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-10-02. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

#### Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 14-10-03 to extinguish a portion of the Hash Knife Road easement in the Tierra Madre Subdivision, Official Map No. 550, Gila County Records, Gila County, AZ.

Steve Sanders, Public Works Division Deputy Director, stated that this portion of road easement is located in Supervisorial District 3 in Young and that the County guidelines were followed with regard to extinguishment of a road easement. He further stated that no one would be without public access and this portion of road has not previously been used as an easement. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 14-10-03. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

B. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 101314 for the purchase of up to five, new all-wheel drive utility police interceptors or equal for the Gila County Sheriff's Office.

Jeff Hessenius, Finance Division Director, stated that the purchase of four of the vehicles described above would be purchased in the current fiscal year and if/when a fifth vehicle is purchased, it would be purchased during the next fiscal year. Additionally, all of the vehicles purchased would be the same type of vehicles currently in use by the Sheriff's Office. Mr. Hessenius advised that at a future Board meeting, the Board will be presented with information on the bids received in order to award a contract to a specific company. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Invitation for Bid No. 101314.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 100914 between Gila County and the Gila County Community College District for the County to provide \$250,000 in four

quarterly payments to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2014, and ending June 30, 2015.

Don McDaniel, County Manager, stated that on November 15, 2011, Gila County issued a quit claim deed transferring ownership of all of its interest in the buildings and most of the real property upon which the Gila County Community College District is located in Globe and Payson to Gila Community College. Shortly thereafter, both parties entered into an Intergovernmental Agreement (IGA) whereby the County provided funds for utility expenses and repair and maintenance of the facilities and real property at its College campuses for a certain period of time. He recommended entering into this IGA, as stated above, in the interest of economic development in Gila County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. 100914.

- Item 5 CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
- A. Approval of Amendment No. 13 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract from \$134,400.01 to \$144,400.01, a total increase of \$10,000.
- B. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$317,625.00 to allow for the continued provision of nutrition education program services to qualified clients for the period of October 1, 2014, through September 30, 2018.
- C. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$5,488 for the continuation of the Commodities Supplemental Food Program and Senior Farmer's Market Nutrition Program for the period October 1, 2014, to September 30, 2015.
- D. Approval of the appointment of Steven Burk as Justice of the Peace Pro Tempore of the Globe Regional Justice Court, with his term to expire on December 31, 2014.
- E. Approval of the Human Resources Action Items report, Classification & Compensation Study Grade and Salary Update (Attachment A), including a

grade and salary change based on a correction by UM Global HR Consultants effective June 30, 2014.

- F. Adoption of Resolution No. 14-10-04 authorizing the disposal of an unnecessary public roadway being a portion of Rialto Street, between Central Avenue and Tremont Boulevard as shown on the Map of South Globe, Official Map No. 20, Gila County Records, and authorizing the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying the abandoned roadway to Beverly DalMolin Tomerlin and Stella M. Norton. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)
- G. Acknowledgment of the September 2014 monthly activity report submitted by Payson Regional Constable's Office.
- H. Acknowledgment of the September 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- I. Acknowledgment of the September 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of October 6, 2014, to October 10, 2014.
- K. Approval of finance reports/demands/transfers for the week of October 28, 2014.

#### October 28, 2014

\$1,475,739.10 was disbursed for County expenses by check numbers 265646 through 265829. (An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 5-A through 5-K.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a

matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:38 a.m.

APPROVED:
Michael A. Pastor, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

### BOARD OF SUPERVISORS MINUTES GILA COUNTY, ARIZONA

Date: October 21, 2014

MICHAEL A. PASTOR MARIAN E. SHEPPARD

Chairman Clerk of the Board

**TOMMIE C. MARTIN** By: Marian Sheppard

Vice-Chairman Clerk

JOHN D. MARCANTI Gila County Courthouse

Member Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; and Marian E. Sheppard, Clerk of the Board

#### Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jon Cornell led the Pledge of Allegiance and Minister Robert Howard of the First Christian Church in Globe delivered the invocation.

#### Item 2 - PRESENTATIONS:

## A. Public recognition of three employees for September's "Spotlight on Employees" Program, as follows: Rachel Abou Saleh, Deborah Bradway and Carol Branch.

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination for Rachel Abou Saleh, Environmental Health Specialist for the Health Department, that was submitted by Scott Tomkins, owner and chef of the Antler's Café and Bar in Young. She read aloud a letter of nomination for Deborah Bradway, Environmental Planning Technician for the Community Development Division, which was submitted by Bob Gould, Community Development Division Director, and Scott Buzan, Chief Building Official. Ms. Raymond read aloud the last letter of nomination that was for Carol Branch, Property Appraiser 1 of the Assessor's Office, which was submitted by Deborah Hughes, Assessor. Each Board member complimented the award recipients.

#### Item 3 - REGULAR AGENDA ITEMS:

# A. Information/Discussion/Action to approve Funding Agreement No. 103-15 between Gila County and the Arizona Department of Housing for Community Development Block Grant funds in the amount of \$112,009 for the period of October 21, 2014, to November 15, 2015.

Malissa Buzan, Community Services Division Director, advised that this funding comes through one of the regional accounts with Central Arizona Governments (CAG). CAG is one of six regional planning districts, or Council of Governments (COGs). The rural COGs partner with the Arizona Department of Housing to assist communities with project administration and technical assistance. Ms. Buzan advised that this money is earmarked for two projects; however, by leveraging the funds, it is anticipated that four or more projects will be completed using these funds. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Funding Agreement No. 103-15 between Gila County and the Arizona Department of Housing.

B. Information/Discussion/Action to adopt the 2013 Food Code as recommended by the U.S. Public Health Service Food & Drug Administration (FDA) with an additional amendment that addresses the use of latex-free gloves, and discontinues using the FDA 1999 Food Code.

Lauren Savaglio, Environmental Health Manager, advised that the Board of Supervisors reviewed this topic in detail during a Board work session in July 2014. After that meeting, Health Department personnel met with food establishments, the local prison, schools and restaurants to discuss the adoption of the new Food Code and associated requirements and processes.

Phil Smith, owner of Copper Country Rendezvous and Lucky Dogs, addressed the Board. Mr. Smith advised that he and his wife first began their relationship with the County Health Department when they operated a hot dog stand. They later remodeled a building in downtown Globe, which is now a restaurant, and he complimented Health Department staff in helping him understand the permitting process and all of the requirements for operating a food service business. He added that many of the processes were initially difficult to understand; however, he was grateful to County Health Department staff for taking the time to explain the processes. Mr. Smith stated that many processes have also been streamlined. He stated that past misconceptions have been that the Health Department will visit food service establishments to "stop their business"; however, it is his experience that County staff has gone above and beyond to help business owners look at ways to operate better and safer, and they always communicate in a positive manner. Each Board member expressed their appreciation to Mr. Smith for taking the time to attend today's meeting and sharing his experiences with County staff.

Ms. Savaglio answered questions of Supervisor Marcanti regarding the reporting process to report cases of salmonella and other food-borne illnesses. Supervisor Marcanti advised that when the updated Food Code was initially presented to the Board, he had some concerns; however, he now fully supports the adoption of the 2013 Food Code.

Ms. Savaglio explained that the amendment to the Food Code to require the use of latex-free gloves was added to prevent any allergic reactions to latex. She advised that upon Board approval, the updated Food Code will be published on the environmental health page and other locations within the County's website.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted the 2013 Food Code as recommended by the U.S. Public Health Service Food & Drug Administration (FDA) with an additional amendment that addresses the use of latex-free gloves, and discontinued using the FDA 1999 Food Code.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 062014 between Gila County and the City of Globe to establish services and fees provided by Gila County to the City of Globe for animal control services commencing on October 21, 2014, for a one-year term, with automatic renewals at the end of each term, at a cost of \$40,000 per year, and either party may terminate the Agreement by giving the other party thirty days' prior written notice.

Jess Hessenius, Finance Division Director, advised that this Intergovernmental Agreement is being presented to the Board at the request of the City of Globe. There has been an agreement in place with the City of Globe for many years regarding animal control services; however, it was never officially recognized by either governmental agency. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 062014 that is between Gila County and the City of Globe.

D. (Motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following three libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2014, through June 30, 2015: Globe Public Library - \$107,920; San Carlos Public Library - \$31,920; and Young Public Library - \$52,820. (Motion to adjourn as the Library District Board of Directors and reconvene as the Board of Supervisors.)

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Board of Supervisors and convened as

the Gila County Library District Board of Directors in order to address and take action on this agenda item.

Jacque Griffin, Assistant County Manager/District Librarian, advised that 5 Library Services Agreements were previously approved by the Board, and these 3 agreements need to be approved so that an official agreement is in place with all 8 affiliate libraries within the County for the distribution of funds to those libraries for the 2014-2015 fiscal year. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved 3 respective Library Service Agreements; Globe Public Library, San Carlos Public Library and Young Public Library, in the amounts as stated above for the 2014-2015 fiscal year.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Board of Supervisors.

E. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Equalization.)
Information/Discussion/Action to approve the September 30, 2014, Board of Equalization's meeting minutes. (Motion to adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Board of Supervisors and convened as the Board of Equalization in order to address and take action on this agenda item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the September 30, 2014, Board of Equalization's meeting minutes. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Board of Equalization and reconvened as the Board of Supervisors.

- Item 4 CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
- A. Approval of Amendment No. 2 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to increase the contract amount from \$70,000 to \$100,000 to cover the remainder of the original contract term which expires on January 6, 2015.
- B. Approval of Amendment No. 2 to a Lease Agreement between Arizona Public Service Company and Gila County to extend the term of the lease

for an additional four years, from April 27, 2014, to April 26, 2018, in the amount of one dollar per month; and replace all parking lot asphalt on leased property by July 1, 2015, and seal coat parking lot by July 1, 2016.

- C. Approval of Intergovernmental Agreement No. 061014-1 between Gila County and the Town of Hayden whereby upon request from the Town of Hayden, the County will provide various types of equipment and/or services on occasion and when available for safety needs and/or efforts by the Town of Hayden beginning July 1, 2014, through June 30, 2015.
- D. Approval of the corrected Amendment No. 1 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and the Gila County Board of Supervisors d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.
- E. Approval of an Intergovernmental Agreement renewal between Gila County and the City of Coolidge, whereby the City of Coolidge Library will continue to be a designated "Access Point" under the Workforce Investment Act for the period of July 1, 2014, through June 30, 2015.
- F. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS14-063025) with the Arizona Department of Health Services in the amount of \$47,968 to provide work force development infrastructure to the Health and Emergency Services Division to prepare for national accreditation for the period of October 1, 2014, through September 30, 2015.
- G. Approval of a Grant Renewal Amendment to an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y3) between Gila County and First Things First to receive the 2015 Grant Award in the amount of \$190,000, which allows the Gila County Health Department to continue to provide Healthy Steps Program services for the period of July 1, 2014, through June 30, 2015.
- H. Approval of a fee-waiver request submitted by the Cobre Valley Regional Medical Center Foundation for use of the Fairgrounds Exhibit Hall from November 10, 2014, through November 15, 2014, for the November 15th Art and Wine Auction.
- I. Acknowledgment of the resignation of James Hagen from the Christopher Kohl's Fire District Board of Directors and the appointment

- of Sharon L. Marksbury to complete Mr. Hagen's unexpired term of office which expires on December 31, 2016.
- J. Acknowledgment of the resignation of Teri L. Peterson from the Round Valley/Oxbow Estates Fire District Board of Directors and the appointment of Charlene Hall to complete Ms. Peterson's unexpired term of office through December 31, 2016.
- K. Adoption of an Order to cancel the November 4, 2014, governing board elections for the fire districts, water and waste water improvement districts, sanitary districts, technology school districts, provisional college districts, and school districts; and to appoint governing board members to those districts as listed on Attachments A through E of this Order. (A copy of the Order is permanently on file in the Board of Supervisors' Office.)
- L. Acknowledgment of the July and August 2014 monthly activity reports submitted by the Recorder's Office.
- M. Approval of the September 30, 2014, Board of Supervisors' Special meeting minutes and the September 30, 2014, Work Session meeting minutes.
- N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 22, 2014, to September 26, 2014; and September 29, 2014, to October 3, 2014.
- O. Approval of finance reports/demands/transfers for the weeks of October 14, 2014, and October 21, 2014.

#### October 14, 2014

\$1,658,773.11 was disbursed for County expenses by check numbers 265328 through 265503.

#### October 21, 2014

\$937,720.77 was disbursed for County expenses by check numbers 265504 through 265645. (An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 4-A through 4-0.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any

issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:42 a.m.

APPROVED:
Michael A. Pastor, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

## BOARD OF SUPERVISORS MINUTES GILA COUNTY, ARIZONA

Date: October 7, 2014

MICHAEL A. PASTOR MARIAN E. SHEPPARD

Chairman Clerk of the Board

**TOMMIE C. MARTIN** By: Laurie J. Kline

Vice-Chairman Deputy Clerk

JOHN D. MARCANTI Gila County Courthouse

Member Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman; John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

#### Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jonathan Bearup led the Pledge of Allegiance and Pastor Jim Harper of the Mountain Bible Church delivered the invocation.

#### Item 2 - PUBLIC HEARINGS:

A. Information/Discussion/Action for the public sale of a portion of Rialto Street as shown on Official Map No. 20 and to accept bids in the amounts of \$9.00 and \$23.00 from Stella Norton; bids in the amounts of \$75.00 and \$115.00 from Beverly Tomerlin for those portions of Rialto Street adjacent to her properties; and a bid in the amount of \$9.00 from Stella Norton for that portion of Rialto Street adjacent to parcel 208-11-071.

Steve Sanders, Public Works Division Deputy Director, explained that this portion of Rialto Street as outlined above only exists on paper and hasn't been constructed. In accordance with the Arizona Revised Statutes, all of the owners with adjacent land have been notified, and County policy has been followed; therefore, the recommendation to the Board is to accept the bids from Ms. Norton and Ms. Tomerlin.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted

bids in the amounts of \$9.00 and \$23.00 from Stella Norton; bids in the amounts of \$75.00 and \$115.00 from Beverly Tomerlin for those portions of Rialto Street adjacent to her properties; and a bid in the amount of \$9.00 from Stella Norton for that portion of Rialto Street adjacent to parcel 208-11-071.

B. Information/Discussion/Action to approve the dissolution of the Gila/Pinal (Counties) Local Workforce Investment Area and to request that Gila County join with the Navajo and Apache Counties Workforce Investment Area effective on July 1, 2015, in order to provide continued services to Gila County eligible clients per the requirements of the Workforce Investment Act.

Malissa Buzan, Community Services Division Director, stated that Gila County has been in a cooperating partnership with Pinal County for the delivery of Workforce Investment Act (WIA) services since the late1990s. Since the time the Gila/Pinal Counties Local Workforce Investment Area (LWIA) was formed, Gila County has had the responsibility of being the fiscal agent. When this consortium was initially formed, both counties were similar in size; however, Pinal County has grown to approximately 300,000 in population. The Pinal County Board of Supervisors and their administration have made a decision to dissolve the partnership with Gila County in order to join the Maricopa County LWIA. The dissolution of the partnership is scheduled to take effect July 1, 2015. Since Pinal County announced its decision to dissolve the partnership, Gila County management staff met with LWIAs in southeastern and northeastern Arizona. Ms. Buzan recommended to the Board of Supervisors that Gila County join the Navajo and Apache Counties LWIA in order to continue to provide WIA services to eligible residents of Gila County.

Chairman Pastor advised that about 1½ years ago, he first heard talk about Pinal County possibly wanting to dissolve its partnership with Gila County; however, Pinal County's recent decision to join Maricopa County's LWIA was completely unexpected as it was felt that both Gila and Pinal Counties enjoyed a good working relationship with regard to providing services to its LWIA. Chairman Pastor opened the public hearing by calling on Terry Wheeler, City of Globe Mayor and Central Association of Governments (CAG) Regional Chairman, to speak. Mayor Wheeler advised that just days ago he heard about Pinal County's desire to dissolve the Gila/Pinal Counties LWIA partnership. On behalf of CAG, Mayor Wheeler expressed his disappointment with Pinal County's decision because it will affect CAG's business. CAG currently contracts with the Gila/Pinal Counties LWIA to provide WIA adult services. He also commented that when Gila County joins the Apache and Navajo Counties LWIA, "it will be a good fit." He added that Pinal County is "making a big mistake" by joining Maricopa County. Ken Hall, CAG Executive Director, advised that CAG has been providing WIA adult services to the Gila/Pinal Counties LWIA since the enactment of the WIA in 1998; and further, CAG also provided those services to Gila and Pinal Counties when the Job Training Partnership Act was in place prior to the enactment of the WIA. He requested

that upon such time as Gila County joins the Navajo/Apache Counties LWIA, that consideration is given for CAG to provide WIA adult services because "CAG has a proven track record in running this program." Ms. Buzan emphasized that Gila County does not want the consortium to dissolve, but given the situation, Gila County will move forward to continue providing quality WIA services to eligible clients in Gila County without any disruption of services. She replied to Mr. Hall that when the current contract for WIA adult services expires, mostly likely the Navajo/Apache Counties LWIA will advertise a request for proposals, so she encouraged him to submit a proposal. Susan Tegmeyer, Executive Director of the Navajo and Apache Counties LWIA, advised that she brought some letters with her that were written by Navajo/Apache Counties LWIA governing board members and others from Navajo County who are in support of Gila County joining the Navajo/Apache Counties consortium. Ms. Tegmeyer stated that she has met several times with Gila County staff and she is looking forward to Gila County joining their consortium.

Don McDaniel, County Manager, added that throughout recent conversations with representatives of LWIAs, County staff has tried to maintain their focus on WIA clients to ensure there is no disruption in the quality of services they are provided, and of less importance is the governance of the WIA program. He believes that those individuals involved with the Navajo/Apache Counties LWIA embrace that same philosophy. Vice-Chairman Martin wanted assurance that when Gila County joins the Navajo/Apache Counties LWIA, that Gila County would be represented on that governing board to which Ms. Buzan confirmed there would be Gila County representation on the governing board. She expressed her support of joining with Navajo and Apache Counties. Supervisor Marcanti asked about the funding allocations once the Gila and Pinal Counties consortium has been dissolved. Ms. Buzan replied that Gila County will maintain its portion of the WIA funding; however, it is unlikely that Gila County will be the fiscal agent when it joins the Navajo/Apache Counties LWIA.

Chairman Pastor asked for further public comments and there being none, he closed the public hearing. He then asked for a motion on this issue. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the dissolution of the Gila/Pinal (Counties) Local Workforce Investment Area and agreed that Gila County will join with the Navajo and Apache Counties Workforce Investment Area effective on July 1, 2015, in order to provide continued services to Gila County eligible clients per the requirements of the Workforce Investment Act.

#### Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2014-09 proclaiming October 2014 as "Domestic Violence Awareness Month" in Gila County.

Carolyn Gillis, Horizon Human Services Program Supervisor, stated that October is National Domestic Violence Awareness Month and she provided some statistical information with regard to the number of individuals served by this program as follows: There were 106 participants which doesn't include nonresidential participants, 46 women and 60 children were provided services; there were 2,982 bed nights provided with the average length of stay of 29 days; there is someone on call 24 hours a day to facilitate assistance; there were 11,969 transportation miles provided to citizens throughout the County. Additionally, there were 75 Native Americans, 5 Hispanics, and 21 Caucasians served over the past year. Horizon Human Services provides shelter, food and transportation for families of domestic violence and has programs to raise awareness such as the "clothesline" program. Ms. Gillis provided a demonstration of this program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2014-09 proclaiming October 2014 as "Domestic Violence Awareness Month" in Gila County. (A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)

B. Information/Discussion/Action to approve the Gila County Superior Court's State Fill the Gap application to the Court Services Division, Administrative Office of the Courts, in the amount of \$10,000 in order to upgrade the Payson court network.

Jonathan Bearup, Deputy Court Administrator, explained that Payson court staff has experienced significant computer issues and that an upgraded networking system is required. A solution has been decided upon which will provide upgraded network speed and allow for more users of the network which will also accommodate a higher volume of usage. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Gila County Superior Court's State Fill the Gap application to the Court Services Division, Administrative Office of the Courts, in the amount of \$10,000 in order to upgrade the Payson court network.

C. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS15-078663) (Titled "Public Health in Action") for the Center for Disease Control and Prevention 1305 Health Impact Assessment Grant in the amount of \$20,000 from the Arizona Department of Health Services (ADHS) for the time period between June 30, 2014, and June 29, 2019, to be used for a health impact assessment on the Cobre Valley Trail project.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that acceptance of this grant award will allow the Health Department to provide a return on investment health assessment of the potential benefits to the Cobre Valley Trail project in order to improve the health and wellness of Gila County citizens. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement

(Contract No. ADHS15-078663) (Titled "Public Health in Action") for the Center for Disease Control and Prevention 1305 Health Impact Assessment Grant in the amount of \$20,000 from the Arizona Department of Health Services (ADHS) for the time period between June 30, 2014, and June 29, 2019, to be used for a health impact assessment on the Cobre Valley Trail project.

D. Information/Discussion/Action to approve Service Agreement No. 091914 between Gila County Division of Community Services, Housing Services, and Mountain Retreat Builders for Major Rehabilitation Project No. HH#9947, whereby Mountain Retreat Builders will provide housing rehabilitation services to a single family household unit located in Miami, Arizona, for a fee of \$58,555.55 with all work to be completed by January 13, 2015.

Jeff Hessenius, Finance Division Director, stated that a request for bid proposals was advertised in the Arizona Silver Belt on August 20, 2014, with the bids due on September 3, 2014. A mandatory pre-bid walkthrough was conducted on August 27, 2014; attendees were Mountain Retreat Builders and Rodriguez Constructions Inc. The County is in compliance with the criteria with regard to the selection of the home to be rehabilitated as well as the bidding process. Mountain Retreat Builders was determined to be the lowest responsive bidder and is the recommended choice of the Community Services Division Director as well as the Finance Director.

Chairman Pastor inquired as to the funding for this project to which Malissa Buzan, Community Services Division Director, replied that federal, state, and utility dollars will be used to fund this project. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Service Agreement No. 091914 between Gila County Division of Community Services, Housing Services, and Mountain Retreat Builders for Major Rehabilitation Project No. HH#9947, whereby Mountain Retreat Builders will provide housing rehabilitation services to a single family household unit located in Miami, Arizona, for a fee of \$58,555.55 with all work to be completed by January 13, 2015.

E. Information/Discussion/Action authorizing the Gila County Sheriff's Office to submit a 12D Fund Application in the amount of \$20,000 to the Apache Gold Casino Resort and San Carlos Apache Tribe which, if approved, will be used to purchase undercover surveillance equipment and tactical firearms equipment.

Travis Baxley, Sheriff's Office Task Force Commander, provided statistical information with regard to the amount of illegal drugs seized in the County by the collaborative efforts of the State of Arizona and the San Carlos Apache Tribal law enforcement agencies. He explained the challenges faced as a result of inadequate communication equipment that is currently in use. He stated that it is the recommendation of the Gila County Sheriff for the Board to

approve submission of this fund application to achieve better communication and interaction with the San Carlos Apache Tribe and to serve Gila County citizens as effectively as possible. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the Gila County Sheriff's Office to submit a 12D Fund Application in the amount of \$20,000 to the Apache Gold Casino Resort and San Carlos Apache Tribe to purchase undercover surveillance equipment and tactical firearms equipment.

F. Information/Discussion/Action to approve Agreement No. 082914-1 between Gila County and the Agriculture Education Foundation d/b/a Northern Gila County Fair; provide funds in the amount of \$10,000 to assist the 61st Annual Northern Gila County Fair in Payson, Arizona; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Don McDaniel, County Manager, stated that a funding request from Rick Korth, Northern Gila County Fair Treasurer, had been received and that historically the County has provided funding for the Northern Gila County Fair; however, there have been no funding requests for the past two years; therefore, staff recommends honoring the request.

The Board held a brief discussion as to the monies received by the various towns for fairs throughout the County and the manner in which the Board would like to address future fair-related funding requests. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Agreement No. 082914-1 between Gila County and the Agriculture Education Foundation d/b/a Northern Gila County Fair; provided funds in the amount of \$10,000 to assist the 61st Annual Northern Gila County Fair in Payson, Arizona; and further the Board determined this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. Chairman Pastor added that this item should be included in the Gila County budget in order to determine the manner in which to fund these types of requests.

# G. Information/Discussion to consider developing a new contract with Bose Public Affairs Group that addresses a new fee for service and scope of work approach to providing lobbying and consulting services with the federal government.

Tommie Martin, District 1 Supervisor, provided a slide presentation regarding the need for Gila County to continue to have representation in Washington, D.C. with regard to Gila County's efforts to secure funding and policy assistance at the federal level. She provided a history of Gila County's association with Patricia Power of Bose Public Affairs which dates back to 2006. Vice-Chairman Martin reviewed some of the accomplishments that have been made at the federal level which affect Gila County, which she believes

would not have been possible without the help of Ms. Power. She urged the Board to continue a professional relationship with Bose Public Affairs Group for the following reasons: 1) It makes financial sense; 2) it is an efficient and effective way to ensure that Gila County's concerns with federal land management are addressed which include wildland fire prevention, endangered species regulation and transportation projects; and 3) it is the best way to build and maintain relationships with federal decision makers.

Chairman Pastor agreed that Gila County must continue to have a presence and be represented at the federal level in order to secure future funding and impact federal decisions. He commented that Gila County receives support from the County Supervisors Association, the National Association of Counties and it also has a good relationship with congressmen, senators and state representatives, all of which look out for issues that affect the County at the federal level. He added that Vice-Chairman Martin serves on various committees within those Associations and he feels that it's important for her to continue to represent Gila County on those committees. Chairman Pastor is concerned with the cumulative amount that has been expended on this professional relationship with Bose Public Affairs Group under the terms of the current contract. County management has proposed a contract with Bose Public Affairs Group on a "fee for service" basis with a "not to exceed" amount. Chairman Pastor asked the Board members to review that information so there could be a discussion and possible Board action on this contract at a future meeting. There was no further discussion.

- Item 4 CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
- A. Authorization of the Chairman's signature on Governor's Office of Highway Safety (GOHS) Contract No. 2015-PT-054 to accept GOHS grant funds in the amount of \$21,899 which will be used by the Sheriff's Office to purchase ten Golden Eagle II radars for speed related enforcement activities.
- B. Adoption of an Order designating polling places and appointing poll workers and election board workers for the purpose of conducting the General Election on Tuesday, November 4, 2014. (A copy of the Order is permanently on file in the Board of Supervisors' Office.)
- C. Adoption of Resolution No. 14-10-01 authorizing Gila County Probation Department's participation in the FY 2014-2015 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, in order to receive a total of \$9,058 and certifying that a matching fund requirement of \$2,265 for the Program will be provided by the County. (A copy of the

Resolution is permanently on file in the Board of Supervisors' Office and on the Gila County website.)

- D. Acknowledge the receipt of Governor Janice K. Brewer's proclamation for the November 4, 2014, General Election and authorize the publication of the proclamation, both in English and Spanish, in the October 15th edition of the Arizona Silver Belt newspaper.
- E. Acknowledgment of the August 2014 monthly activity report submitted by the Payson Regional Constable's Office.
- F. Acknowledgment of the August 2014 monthly activity report submitted by the Globe Regional Constable's Office.
- G. Acknowledgment of the August 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.
- H. Acknowledgment of the August 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- I. Acknowledgment of the August 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- J. Approval of the August 18, 2014, September 2, 2014, and September 16, 2014, Board of Supervisors' meeting minutes.
- K. Acknowledgment of the Human Resources reports for the weeks of September 2, 2014, September 9, 2014, September 16, 2014, September 23, 2014, and September 30, 2014.

#### **SEPTEMBER 2, 2014**

- 1. John Yanez Probation Teen Court Coordinator (.38) 08/28/14 Diversion Consequences Fund DOH 06/14/89
- 2. Dustin Philpot Probation Juvenile Detention Officer 09/08/14 General Fund DOH 11/26/12
- 3. James Payne Sheriff's Office Detention Officer 08/23/14 General Fund DOH 11/04/13
- 4. Jeffery Adams Sheriff's Office Detention Officer 08/18/14 General Fund DOH 12/02/13
- 5. Savannah Barajas Constituent Services 2 Temporary Laborer 08/18/14 General Fund DOH 07/14/14
- 6. Destinee Barajas Constituent Services 2 Temporary Laborer 08/18/14 General Fund DOH 07/14/14
- 7. Marlyce Miller Constituent Services 2 Temporary Laborer 08/22/14 General Fund DOH 07/14/14

8. Gary Brandenburg – Public Works – Lube Specialist – 08/25/14 – Public Works Fund – DOH 06/11/13

#### NEW HIRES:

- 9. Jessie Perez Sheriff's Office 911 Dispatcher 09/15/14 General Fund Replacing Deborah Hunsaker
- 10. Arthur Power IV Public Works Building Maintenance Technician 09/15/14 Facilities Management Fund Replacing Jose Ramirez
- 11. Clement Gamache Probation Juvenile Detention Officer 09/08/14 General Fund Replacing Lyndi Roberts
- 12. Shelley McPherson Human Resources Director of Human Resources and Risk Management 09/22/14 General Fund Replacing Linda Eastlick <u>END PROBATIONARY PERIOD:</u>
- 13. Kyle Scott Public Works Engineering Technician 09/24/14 Public Works Fund

#### DEPARTMENTAL TRANSFERS:

14. Nicole Weaver – Public Works – Administrative Clerk Specialist – 09/08/14
 – From Facilities Management Fund – To Public Works Fund – Replacing Christine Ortiz

#### OTHER ACTIONS:

15. Lexie Nosie – Health and Emergency Services – Community Health Specialist – 07/01/14 – Tobacco Free Environment Fund – Increase in hours from 32 to 40 per week

#### REQUEST TO POST:

16. Public Works - Lube Specialist - Vacated by Gary Brandenburg

#### **SEPTEMBER 9, 2014**

#### DEPARTURES:

- 1. Amanda Aguirre Library District Temporary Library Community Liaison 06/30/14 Library District Grants DOH 08/06/12
- 2. Larry Huffer Assessor's Office Chief Appraiser 09/12/14 General Fund DOH 07/20/92
- 3. Elisa Sandle Community Development Temporary Clerk 09/05/14 General Fund DOH 06/26/14

#### DEPARTMENTAL TRANSFERS:

4. Nancy Rutherford – Health and Emergency Services – From Community Health Specialist – To Health Programs Manager – 09/15/14 – From Teen Pregnancy Prevention Services Fund – To Various Funds – Replacing Christine Rocha

#### OTHER ACTIONS:

5. Joann Fane – Sheriff's Office – Administrative Clerk – 09/15/14 – General Fund – End of temporary assignment REQUEST TO POST:

6. Public Works - Administrative Clerk Specialist - Vacated by Nicole Weaver

#### **SEPTEMBER 16, 2014**

- 1. Kurt Johnson Sheriff's Office Detention Officer 08/28/14 General Fund DOH 02/18/13
- 2. David Slaughter Public Works Road Maintenance and Equipment Operator Senior 10/31/14 Public Works Fund DOH 03/19/03 NEW HIRES:
- 3. Kimberly Zamora Probation Deputy Probation Officer 09/29/14 State Aid Enhancement Fund Replacing Edward Reyes
- 4. Connor Stenson Probation Deputy Probation Officer 09/29/14 Adult Probation Service Fees Fund Replacing LeRoy Bagwell
- 5. Leitha Griffin Community Services Administrative Assistant 09/22/14
   Various Funds Replacing Cecilia Bejarano
- 6. Travis Todd Sheriff's Office Deputy Sheriff 09/29/14 General Fund Replacing Thoreina Hensley

# TEMPORARY HIRES TO COUNTY SERVICES:

7. Lydia Morales – Community Services – Temporary WEX Participant – 09/15/14 – Workforce Investment Act Programs Fund – Temporary 3 month employment

#### END PROBATIONARY PERIOD:

- 8. William Newman Sheriff's Office Deputy Sheriff Sgt. 09/23/14 General Fund
- 9. Amber Warden Sheriff's Office Executive Administrative Assistant 08/12/14 General Fund
- 10. Fred Lavin Public Works Public Works Roads Supervisor 09/24/14 Public Works Fund
- 11. Ashlie Enfield-Goss Sheriff's Office Accounting Clerk Specialist 09/30/14 General Fund
- 12. Alice Kinney Juvenile Detention Juvenile Detention Officer 09/09/14 General Fund

#### DEPARTMENTAL TRANSFERS:

13. Adrian Marks – Community Services – From Administrative Clerk Senior – To Housing Rehabilitation Specialist – 09/15/14 - From Various Funds – To Housing Fund

#### OTHER ACTIONS:

- 14. John Park Probation Deputy Probation Officer 2 09/15/14 From State Aid Enhancement Fund To Diversion Intake Fund
- 15. Marks Joerns Probation Deputy Probation Officer 2 09/15/14 From Diversion Intake Fund To State Aid Enhancement Fund
- 16. Edward Reyes Probation Deputy Probation Officer 2 09/29/14 From State Aid Enhancement Fund To Adult Intensive Probation Supervision Fund

#### **SEPTEMBER 23, 2014**

- 1. William Rogers Elections Temporary Administrative Clerk 09/15/14 General Fund DOH 10/09/07
- 2. Christina Nosie Probation Juvenile Detention Officer 09/14/14 General Fund DOH 01/09/14

- 3. Kathy Coker Probation Juvenile Detention Facility Manager 09/30/14 General Fund DOH 10/29/07
- 4. Clement Gamache Probation Juvenile Detention Officer 09/11/14 General Fund DOH 09/08/14
- 5. Stacey Bryant Sheriff's Office 911 Dispatcher 09/26/14 General Fund DOH 12/26/11
- 6. Lorraine Dalrymple Health and Emergency Services Temporary Public Health Nurse 08/13/14 Health Service Fund DOH 07/30/14 END PROBATIONARY PERIOD:
- 7. Debra Tapia-Blair County Attorney's Office Public Agency Courts Liaison 09/17/14 General Fund
- 8. Jessica Palmer Health and Emergency Services Animal Control Officer 09/24/14 Rabies Control Fund
- 9. Derek Bartling Public Works Vehicle and Equipment Mechanic 09/30/14 Public Works Fund

#### REQUEST TO POST:

- 10. Assessor's Office Chief Appraiser Vacated by Larry Huffer
- 11. Health and Emergency Services Manager of Emergency Management and Public Health Emergency Preparedness
- 12. Health and Emergency Services Staff Nutritionist Vacated by Samantha Jerome
- 13. Health and Emergency Services Public Health Nurse Vacated by Ramona Scales
- 14. Health and Emergency Services Breastfeeding Counselor (PT) Vacated by Stephanie Gibson

#### **SEPTEMBER 30, 2014**

- 1. Tracy Hamilton Health and Emergency Services Administrative Clerk Senior 10/01/14 Health Service Fund DOH 04/04/13
- 2. Yvonne House Recorder's Office Recorder's Clerk Senior 10/07/14 General Fund DOH 03/17/08
- 3. Frederick Hornung Recorder's Office Recorder's Clerk 09/26/14 General Fund DOH 07/30/13
- 4. Travis Wills Public Works Road Maintenance Equipment Operator 09/25/14 Public Works Fund DOH 09/08/08 NEW HIRES:
- 5. Beverly Valenzuela Sheriff's Office Part-Time Records Clerk 10/06/14 General Fund Replacing Gabrielle Lininger
- 6. Philip York Probation Juvenile Detention Officer 10/06/14 General Fund Replacing Dustin Philpot
- 7. Octavio Castillo Probation Juvenile Detention Officer 10/06/14 General Fund 10/06/14 Replacing Joseph Dorame TEMPORARY HIRES TO COUNTY SERVICES:
- 8. Connie Olvera Health and Emergency Services Temporary WEX Participant 09/29/14 Workforce Investment Act Programs Fund END PROBATIONARY PERIOD:

- 9. Christopher Heath Public Works Automotive Mechanic 10/07/14 Fleet Management Fund
- Lyndsie Butler Court Administration CASA Coordinator 10/07/14 Court Appointed Special Advocate Fund

# OTHER ACTIONS:

- 10. Barbra White Health and Emergency Services Community Health Specialist 06/30/14 From WIC Fund To WIC(.99)/Commodity Supplement Food Program(.01) Funds Change in funding
- 11. Barbara Quiroz Health and Emergency Services Part-Time Community Health Specialist 06/30/14 From WIC Fund To WIC(.99)/Commodity Supplement Food Program(.01) Funds Change in funding
- 12. Jamilyn Anderson Health and Emergency Services Breastfeeding Counselor Supervisor 06/30/14 From WIC Fund To WIC(.99)/Commodity Supplement Food Program(.01) Funds Change in funding
- 13. Samantha Jerome Health and Emergency Services –Nutrition Manager 08/25/14 From WIC (.99)/Commodity Supplement Food Program (.01) Funds To WIC Fund Change in funding
- 14. Lauren Savaglio Health and Emergency Services Environmental Health Manager 06/30/14 –Health Service (.22)/Prop 201 Smoke Free AZ Act (.78) Funds Change in funding

#### REQUEST TO POST:

- 15. Recorder's Office Recorder's Clerk Senior Vacated by Yvonne House
- 16. Recorder's Office Recorder's Clerk Vacated by Frederick Hornung
- 17. Public Works Road Maintenance Equipment Operator Vacated by C. Brent Bailey
- 18. Health and Emergency Services Administrative Clerk Senior Vacated by Tracy Hamilton
- L. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 1, 2014, to September 5, 2014; September 8, 2014, to September 12, 2014; and September 15, 2014, to September 19, 2014.
- M. Approval of finance reports/demands/transfers for the weeks of September 23, 2014, September 30, 2014, and October 7, 2014.

#### September 23, 2014

\$358,724.72 was disbursed for County expenses by check numbers 264845 through 264986.

#### September 30, 2014

\$2,661,802.12 was disbursed for County expenses by check numbers 264987 through 265173.

#### October 7, 2014

\$470,360.89 was disbursed for County expenses by check numbers 265174 through 265327. (An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4-A through 4-M.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:53 a.m.

APPROVED:
Michael A. Pastor, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

# ARF-2572 Consent Agenda Item 3. O.

**Regular BOS Meeting** 

**Meeting Date:** 11/18/2014

**Reporting** Human Resources Reports for the weeks of 10/07/14,

**Period:** 10/14/14, 10/21/14, and 10/28/14.

Submitted For: Shelley McPherson

Submitted By: Erica Raymond, Human Resources Assistant, Human

Resources Department

#### Information

# Subject

Human Resources Reports for the weeks of October 7, 2014, October 14, 2014, October 21, 2014, and October 28, 2014.

# **Suggested Motion**

Acknowledgment of the Human Resources Reports for the weeks of October 7, 2014, October 14, 2014, October 21, 2014, and October 28, 2014.

#### **Attachments**

**HR Summary Report** 

10/07/14 Human Resources Report

10/14/14 Human Resources Report

10/21/14 Human Resources Report

10/28/14 Human Resources Report

Summary Human Resources Action Items	Year To Date	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	
DEPARTURES	124	10	8	12	16	9	10	19	12	23	5			
NEW HIRES REGULAR STATUS	70	4	5	6	13	8	4	12	5	11	2			
NEW HIRES TEMPORARY STATUS	26	6	0	2	0	2	2	7	0	2	5			
NEW VOLUNTEERS	0	0	0	0	0	0	0	0	0	0	0			
DEPARTMENTAL TRANSFERS	41	5	6	3	3	12	2	0	6	3	1			
END PROBATIONARY PERIOD	84	14	10	5	9	10	5	9	4	11	7			
OTHER ACTIONS	53	5	1	2	3	8	6	12	2	10	4			
REQUEST TO POST	75	9	4	4	13	7	8	11	5	11	3			
Total Transactions	473	53	34	34	57	56	37	70	34	71	27	0	0	

# HUMAN RESOURCES ACTION ITEMS OCTOBER 7, 2014

# DEPARTURES:

1. Larry Perez – Public Works – Road Maintenance Worker – 10/14/14 – Public Works Fund – DOH 02/16/12

#### NEW HIRES:

2. Stacey Bryant – Public Works – Administrative Clerk Specialist – 10/13/14 – Public Works Fund – Replacing Gloria Aguirre

# REQUEST TO POST:

3. Public Works – Road Maintenance Worker – Vacated by Larry Perez

# HUMAN RESOURCES ACTION ITEMS OCTOBER 14, 2014

#### **DEPARTURES**:

- Connie Olvera Health and Emergency Services Temporary WEX Participant 09/29/14 Workforce Investment Act Programs – DOH 09/29/14
- 2. Marina Cohn Sheriff's Office 911 Dispatcher 09/11/14 General Fund DOH 06/16/14
- 3. Betty Vanta Health and Emergency Services Administrative Assistant 09/30/14 Various Funds DOH 04/11/88

#### **NEW HIRES:**

4. Keith Charles – Sheriff's Office – Deputy Sheriff – 10/20/14 – General Fund – Replacing Gabriel Valenzuela

#### TEMPORARY HIRES TO COUNTY SERVICES:

- 5. Austin Payne Constituent Services II Temporary Laborer 10/20/14 General Fund Replacing Marlyce Miller
- 6. Beverly Hawkins Elections Temporary Administrative Clerk 10/13/14 General Fund Replacing William Rogers

#### END PROBATIONARY PERIOD:

- 7. Sharon Listiak Health and Emergency Services Home Visitation Coordinator 07/13/14 Population Health Policy Initiative Fund
- 8. Kasandra Charles Sheriff's Office Detention Officer 10/07/14 General Fund
- 9. Debra Blevins Health and Emergency Services Accounting Clerk 08/19/14 Various Funds

#### OTHER ACTIONS:

- 10. Michael Lemon Health and Emergency Services Environmental Health Specialist 06/30/14 Health Service Fund Change in fund codes
- 11. Rahil Abou Saleh Health and Emergency Services Environmental Health Specialist 06/30/14 Health Service Fund Change in fund codes
- 12. Susan O'Connor School Superintendent's Office Administrative Assistant 10/06/14 General Fund Extending probationary period for 3 months

# HUMAN RESOURCES ACTION ITEMS OCTOBER 21, 2014

#### TEMPORARY HIRES TO COUNTY SERVICES:

- 1. Myrna Valentine Community Services Temporary WEX Participant 10/27/14 Workforce Investment Act Programs Fund
- 2. Miranda Davis Recorder's Office Temporary Recorder's Clerk 10/21/14 General Fund
- 3. Virginia Mounce Treasurer's Office Temporary Treasurer Services Assistant 10/15/14 General Fund

#### END PROBATIONARY PERIOD:

- 4. Bruce Myers County Attorney's Office Detective 11/13/14 General Fund
- 5. K. Todd Baty County Attorney's Office Detective 11/19/14 General Fund
- 6. Pamela Beerens Library Districts Public Services Librarian 10/28/14 Library District Grants(.30)/Library Assistance Funds (.70)

#### **REQUEST TO POST:**

7. Public Works – Building Maintenance Technician Senior – Vacated by Gary Denton

# HUMAN RESOURCES ACTION ITEMS OCTOBER 28, 2014

#### **DEPARTURES**:

1. Kirby King – Assessor's Office – Property Appraiser 2 – 10/23/14 – General Fund – DOH 07/17/14

#### END PROBATIONARY PERIOD:

2. Shealene Stidham – Recorder's Office – Recorder's Clerk – 11/05/14 – General Fund

#### **DEPARTMENTAL TRANSFERS:**

3. Joshua Beck – Health and Emergency Services – From PHEP Manager – To EM/PHEP Manager – 11/03/14 – Bio Terrorism (.60)/General (.40) Funds

#### **OTHER ACTIONS:**

4. Bryan Chambers – County Attorney's Office – Civil Bureau Chief – 06/30/14 – General Fund – Classification and Compensation Study Grade and Salary Update

# **REQUEST TO POST:**

5. Assessor's Office – Property Appraiser 2 – Vacated by Kirby King

**ARF-2870** 

3. P. Consent Agenda Item

**Regular BOS Meeting** 

**Meeting Date:** 11/18/2014

Reporting October 17, 2014; October 24, 2014; and October 31,

Period: 2014

**Submitted For:** Jeffrey Hessenius

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

# Information

# Subject

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 10-17-14; 10-24-14 and 10-31-14.

# **Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 13, 2014, to October 17, 2014; October 20, 2014 to October 24, 2014; and October 27, 2014 to October 31, 2014.

#### **Attachments**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 10-17-14 10-24-14 and 10-31-14

Service Agreement 101013-1 with Thermo Fluids

Service Agreement No. 091114 with Thermo Fluids

Amendment No. 1 to Service Agreement No. 092914 with Mountain Retreat Builders

Amendment No. 1 to Professional Services Contract No. 042614-6 with David Bell

Government Obligation Contract with Kansas State Bank No. 3347311

Service Agreement No. 100814 with Azteca Glass

Service Agreement for Sheriff Dept - Jail with Healthcare Medical Waste Services

Service Agreement for Health Services Immunization Program with Healthcare Medical Waste Services

Service Agreement for Juvenile Detention Home with Healthcare Medical Waste Services

Service Agreement No. 092414 with Interior Solutions

Services Agreement No. 022514-1 with Messinger Mortuary

Service Agreement No. 091914-1 with Langham Construction

Service Agreement No. 100814-1 with DJ's Companies

Service Agreement No. 100814-2 with DJ's Companies

Service Agreement No. 100714 with Burden Electric

<u>Amendment No. 1 to Professional Services Contract No. 042614-3 with Jonathan Warshaw</u>

Government Obligation Contract No. 3347349 with Kansas State Bank

Amendment No. 1 to Professional Services Contract No. 042614-7 with Jamie Myers

Professional Services Contract No. 101314-1 with John Perlman

Government Obligation Contract No. 3347357 with Kansas State Bank

Addendum A with Thyssenkrupp Elevator

Order Agreement with Konica Minolta

Service and Maintenance Agreement with Konica Minolta

Membership Agreement-Gila County

# COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

# October 13, 2014 to October 17, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
101013-1 Thermo Fluids	Service Agreement No. 101013-1 Purchase Used Motor Oil from Gila County Landfills	Contractor to pay County per the monthly rate as determined by WTI Crushing (West Texas Intermediate-Crushing Index)	10-14-14 to 10-13- 15	10-14-14	Option to renew for two (2) one (1) year periods.	Contractor will purchase and process the County's used motor oil from Gila County landfills. Contractor will pay Gila County rebate pricing based on the West Texas Intermediate-Cushing Index (WTI).
091114 Thermo Fluids	Service Agreement No. 091114 Recycling Antifreeze and Brake Cleaner Globe and Payson Regions	\$3,600.00	10-14-14 to 10-13- 15	10-14-14	Option to renew for two (2) one (1) year periods.	Contractor will pick up and properly dispose of used antifreeze and brake cleaner from the Gila County shops.
092914 Mountain Retreat Builders	Amendment No. 1 to Service Agreement No. 092914 Major Rehabilitation Project No. HH#8139	\$750.00	10-14-14 to 6-30-15	10-14-14	Expires	The purpose of this change order is to repair the roof area where the cooler jack is and add insulation to the repaired area. This work is outside of the original scope of work for Weatherization project HH#8139.
042614-6 David Bell	Amendment No. 1 to Professional Services Contract No. 042614-6 Legal Services	N/A	7-1-14 to 6-30-15	10-14-14	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS–FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.

# October 13, 2014 to October 17, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
3347311 Kansas State Bank	Government Obligation Contract	\$9,537.84	36 months from date of delivery	10-14-14	N/A	Financing Agreement for the purchase of a new copier for the Globe Admin Sheriff's office.
100814 Azteca Glass	Service Agreement No. 100814 Window Replacement Michaelson Building	\$1,458.53	10-14-14 to 10-28- 15	10-14-14	Expires	The glass panel in the window of the Child Support office is cracked. Safety is compromised.
Healthcare Medical Waste Services	Service Agreement	\$1,570.36	10-15-14 to 10-16- 15	10-14-14	Expires	The Gila County Sheriff's Department Jail has a need for the containment, transportation, treatment of and disposal of medical waste.
Healthcare Medical Waste Services	Service Agreement	\$1,086.00	10-15-14 to 10-16- 15	10-14-14	Expires	The Gila County Health Services Immunization Program has a need for the containment, transportation, treatment of and disposal of medical waste.
Healthcare Medical Waste Services	Service Agreement	\$898.92	10-15-14 to 10-16- 15	10-14-14	Expires	The Gila County Juvenile Detention Home has a need for the containment, transportation, treatment of and disposal of medical waste.
092414 Interior Solutions	Service Agreement No. 092414 Carriage System Repair Court Vault	\$12,016.13	10-14-14 to 10-31- 14	10-14-14	Expires	The spacesaver rolling file cabinet carriages (tracks) need replaced and fabricate flooring.

# October 13, 2014 to October 17, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
022514-1 Messinger Payson Funeral Home	Services Agreement No. 022514-1 Forensic Center Facility for Gila County Medical Examiner	\$20,000.00	10-15-14 to 10-16- 15	10-14-14	Option to renew for three (3) additional one year periods	The Gila County Medical Examiner needed a facility to perform autopsies in Payson. A contract has been executed to utilize Messinger Mortuary's facilities for when the County Medical Examiner performs autopsies there.
091914-1 Lanham Construction, LLC	Service Agreement No. 091914-1 Kitchen Exhaust Vent Hood System for Fairgrounds	\$17,127.13	10-15-14 to 11-30- 14	10-15-14	Expires	The Arizona State Fire Marshall requires the kitchen exhaust vent hood system at the Fairgrounds must be completely brought up to code. The metal must be stainless steel, the duct must be sealed and a fire suppression system must be installed. The current system can not be retro-fitted. It must be removed and an entirely new system installed.

# October 20, 2014 to October 24, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
100814-1 DJ's Companies, Inc.	Service Agreement No. 100814-1 Portable Toilet Service Copper Administration Building	\$3,040.00	10-22-14 to 6-30-15	10-22-14	Expires	While the construction for the new modular unit is underway, Contractor shall provide portable toilets at 1350 E. Monroe Street in Globe, AZ. Agreement also includes servicing of the portable toilets.
100814-2 DJ's Companies, Inc.	Service Agreement No. 100814-2 Portable Toilet Service Building 5 – Posse/Task Force	\$150.00	10-22-14 to 6-30-15	10-22-14	Expires	Contractor shall provide portable toilets for the Building 5-Posse-Task Force at 1992 Apache Trail. Facilities will be painting the building soon and the Sheriff's Office does not want any paint tracked into the building when painters need to use the restroom. May use inmate labor for painting. Agreement also includes servicing of the portable toilets.

# October 20, 2014 to October 24, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
100714 Burden Electric	Service Agreement No. 100814-2 Weatherization Project No. HH#3316	\$669.67	10-22-14 to 6-30-15	10-22-14	Expires	Contractor will install wiring for new range, fix or replace master bedroom ceiling fan and install outside light.
042614-3 Jonathan Warshaw	Amendment No. 1 to Professional Services Contract No. 042614-3 Legal Services	N/A	7-1-14 to 6-30-15	10-14-14	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS–FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.
3347349 Kansas State Bank	Government Obligation Contract	\$9,621.00	36 months from date of delivery	10-22-14	N/A	Financing Agreement for the purchase of a new copier for the Sheriff's Records office in Payson.
042614-7 Myers and Associates	Amendment No. 1 to Professional Services Contract No. 042614-7 Legal Services	N/A	7-1-14 to 6-30-15	10-14-14	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS–FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.

# October 27, 2014 to October 31, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
101314-1 Law Office of John S. Perlman	Professional Services Contract No. 101314-1 Legal Services	\$8,000.00	7-1-14 to 6-30-15	10-29-14	Expires	Contractor will provide Indigent Dependency legal services to the Gila County Superior Court.
3347357 Kansas State Bank	Government Obligation Contract	\$8,896.32	36 months from date of delivery	10-29-14	N/A	Financing Agreement for the purchase of a two new copiers for the Sheriff's office. One copier is for the Task Force office in Globe, the other one is for the Task Force office in Payson.
ThyssenKrupp Elevator Corporation	Addendum A to Gold Service Agreement	\$2,000.00	7-1-14 to 6-30-18	10-29-14	Option to renew for two (2) one year periods	Contractor maintains the County's elevators with a comprehensive maintenance program. Recently a new agreement was executed with ThyssenKrupp Elevator. The new agreement failed to put a cap on the renewal years. Addendum A serves to identify the agreement is for a four year period, with the option to renew for two additional one year periods. Additionally, Public Works requested \$2,000 be added to the current contract amount to allow for repairs that will be needed after a recent inspection was performed by the State Elevator Inspector.
Konica Minolta	Order Agreement	\$8,292.99	N/A	10-29-14	N/A	Community Services wishes to replace their copier/printer/scanner, due to increased service calls having to be placed to have the existing machine worked on.
Konica Minolta	Service and Maintenance Agreement	\$2,500.00	Term will commence upon delivery of new machine	10-29-14	One year from delivery date of new machine	Konica Minolta will provide maintenance and service for the new copier purchased by Community Services. Agreement includes all suppliers, toner, parts, labor and service calls per the Mohave contract. Excludes paper.

# October 27, 2014 to October 31, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
1Government Procurement Alliance (1GPA)	Participating Agreement	N/A	10-29-14 until 30 days written notice to terminate is given by either party.	10-29-14	Automatically renews	Enter into a Participating Agreement with 1GPA (1 Government Procurement Alliance) to allow Gila County to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants.

Tommie C. Martin, District | 610 E. Highway 260, Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. MicDanlei Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 402-8743

> > FAX (928) 425-0319 TTY: 7-1-1

# SERVICE AGREEMENT NO. 101013-1 ENVIRONMENTAL SERVICES PURCHASE USED MOTOR OIL FROM GILA COUNTY LANDFILL

THIS AGREEMENT, made and entered into this 4TH day of OCTOBER	2014 hy and
between Gila County a political subdivision of the State of Arizona, hereinafter designated	the County and
Thermo Fluids, of the Town of <u>Scottsdale</u> , State of Arizona, hereinafter designated t	he Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid by Thermo Fluids to the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Recycle and Landfill Management Manager or designee.

#### Scope of Work

Refer to attached Attachment "A" to Service Agreement No. 101013-1, by mention made a binding part of this agreement as set forth herein.

Contractor shall purchase and process the County's used motor oil from the Russell Gulch Landfill at 5891 E. Hope Lane in Globe, AZ. Contractor shall be responsible for providing suitable vehicles and equipment to transport the used products to Thermo Fluids facility. Contractor shall comply with applicable statutes, rules, regulations and ordinances of the United States Department of Transportation, as well as other federal, state local laws, and regulations in moving, handling and transportation of the product.

Contractor shall properly complete appropriate documentation for the transportation of used oil products, including, but not limited to: labeling, placarding, and manifesting. Contractor shall fully and accurately describe the date, transporter, and quantities of used oil picked up on a manifest, and its delivery to the Thermo Fluids facility shall be confirmed in writing to the County.

#### **Payment**

Rebate pricing from Thermo Fluids is to be based on the West Texas Intermediate-Cushing Index (WTI), per Attachment "A" to Service Agreement No. 101013-1, by mention made a binding part of this agreement as set forth herein, and will be updated monthly. All gallons will be paid by the 15th of the month following the month gallons were collected.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

0	General Aggregate	\$2,000,000
9	Products - Completed Operations Aggregate	\$1,000,000
8	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501 and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
  - All certificates required by this Contract shall be sent directly to **Gila County Purchasing**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been

provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 10 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 12 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 13– TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 14 - PAYMENT:** The Contractor shall pay to Gila County, the rebate pricing based on the West Texas Intermediate-Cushing Index, to be updated monthly. All gallons will be paid by the 15th of the month following the month gallons were collected.

IN WITNESS WHEREOF, Service Agreement No. 101013-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel, Jr., County Manager

Date: 10/14/14

THERMO FLUIDS

Signature

#### ATTACHMENT "A" TO SERVICE AGREEMENT NO. 101013-1 PAGE 1 OF 2



The Responsible Solution



Jeannie Sgroi Gila County Finance Dept

RE: Proposal for Environmental Services

Thermo Fluids appreciates the chance to submit this proposal. This is a tremendous opportunity for both parties, as your locations reside within our strongest service area in the entire nation. Arizona is home to our largest TSD facility, and we have more resources in terms of people, trucks, and storage capacity than anywhere else in the country.

We hope that you will take advantage of the following:

- Superior Compliance Our #1 EPA Compliance record (available to at www.epa-echo.org) this protects your business and should give you piece of mind that we are The Responsible
  Solution.
- Financial Protection We are a publicly traded company, and our insurance is well more than twice the minimum necessary insurance coverage to protect your company.
- Service Quality We understand our customers are the most important part of our business and work extremely hard to exceed expectations and build true long-term partnerships. Our customers have collectively scored Thermo Fluids an average score of 9.24 out of 10.

#### **USED OIL PRICING**

The pricing below is your "jump off" price (\$0.70/gallon) for your used oil rebate. This pricing is based on the West Texas Intermediate-Cushing Index and will be updated monthly, and all gallons paid the 15<sup>th</sup> of the month following the month gallons were collected.

# Proposal Prepared Exclusively For: Gila County

# Used Oil Collection (Max. 5% Water):

\$0.65 / Gal

♣ Price to be indexed and based on WTI November 2013 Index

#### Calculation of Market Pricing to Gila County.

 Determine the WTI Cushing, OK monthly average of crude oil on <u>www.eia.gov/dnav/pet/pet\_pri\_spt\_s1\_m.htm</u> and obtain the previous months WTI for the month you would like to determine the price you will be paid. Example; to determine what you will be paid for oil picked up in the month of November 2013 obtain the WTI for October 2013.

Mountain States Region 3534 West 500 South Salt Lake City, UT 84104 801.433.1114 Main 801.438.1120 Lax Northwest Region 12533 SF Carpenter Dr. Clackamas, OR 97015 503.788.4612 Main 502.788.4629 Lay South Central Region 9900 North Crowley Crowley, TX 76036 806 637,9336 Main £96,637,4505 ex Southwest Region 4301 West Jefferson St Phoenix, AZ 85043 602.272.2400 Main 602.272.5590 ax Corporate Office 8925 F Pima Center Pkwy. #105 Scottsdale, AZ 85258 480.302.6221 Main 480.202.6599 Fax



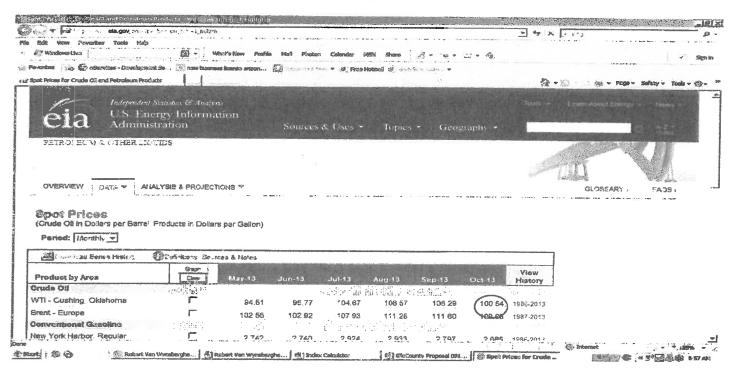
In this example the monthly average for the previous month (October) to determine what Gila County will be paid for Used OIL picked up in the month of November is 100.54 (see table below).

Then Calculate using the following;

WTI / 42 (gallons per barrel crude oil) x index = Price paid for crude oil.

 $100.54 / 42 \times .2715$  (27.15%) = \$0.65/gallon paid for used oil collected in the month of November 2013.

The index above of .2715 or 27.15%, once determined, will stay constant for Glla County through the ups and down of the market. The index, will be determined when the agreement is fully executed so Gila County will start at the price originally quoted of \$0.65/gallon. If executed in the month of November 2013 the index for Gila County will be 27.15%.



Thank you for the opportunity to serve your environmental needs.

Sincerely; Robert Van Wynsberghe 602-768-0130 Tommie C. Martin, District I P.O. Box 2297 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



# GILA COUNTY www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 402-8743

> > 1400 E. Ash Street Globe, AZ 85501

#### **SERVICE AGREEMENT NO. 091114**

# RECYCLING ANTIFREEZE AND BRAKE CLEANER GLOBE AND PAYSON REGIONS

THIS AGREEMENT, made and entered into this 14 TH day of OCTOBER	2014,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designa	ted the
County, and <u>Thermo Fluids</u> of the City of <u>Phoenix</u> State of Arizona, hereinafter des	ionated
the Contractor.	Bilateu

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Gila County Shops Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A" to Service Agreement 091114 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 091114 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 091114, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
0	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory	
Employers' Liability		
Each Accident	\$100,000	
Disease - Each Employee	\$100,000	
Disease - Policy Limit	\$500,000	

Policy shall contain a waiver of subrogation against the County of Gila.

# 3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate

\$1,000,000 \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to <a href="mailto:jsgroi@gilacountyaz.gov">jsgroi@gilacountyaz.gov</a>. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such

warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \_\_\$3.600.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 091114 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager,

Date: 10/19/14

THERMO FLUIDS

Signature

Print Name

## ATTACHMENT "A" TO SERVICE AGREEMENT NO. 091114 PAGE 1 OF 1



The Responsible Solution



Joni Erwin Gila County Financial Department

RE: Proposal for Environmental Services at Payson, AZ and Globe, AZ facilities

Thermo Fluids appreciates the chance to submit this proposal. This is a tremendous opportunity for both parties, as your locations reside within our strongest service area in the entire nation. Arizona is home to our largest TSD facility, and we have more resources in terms of people, trucks, and storage capacity than anywhere else in the country.

We hope that you will take advantage of the following:

- Superior Compliance Our #1 EPA Compliance record (available to at <a href="www.epa-echo.org">www.epa-echo.org</a>) this protects your business and should give you piece of mind that we are *The Responsible Solution*.
- Financial Protection We are a publicly traded company, and our insurance is well more than twice the minimum necessary insurance coverage to protect your company.
- Service Quality We understand our customers are the most important part of our business and work extremely hard to exceed expectations and build true long-term partnerships. Our customers have collectively scored Thermo Fluids an average score of 9.24 out of 10.

Extended Life 50/59 Antifreeze-Gold - \$4.75/gallon. - 55 gallon drm provided for bulk delivery.

140 Naptha Parts Washer Solvent - \$8.75/gallon. - available in 30 or 55 gallon drums

Service on parts washer which includes fresh solvent and disposal of spent solvent\*

30 gallon capacity parts washer, customer owned machine, 12 wk service (15 gallons 140 solvent) - \$189.00/service. 16 gallon capacity parts washer, customer owned machine, 12 wk service (7 gallons 140 solvent ) - \$129.00/service.

Brake Cleaner - \$279.90 / 30 gallon drum (\$9.33/gallon), \$476.30 / 55 gallon drum (8.66/gallon).

Oil Filter Recycling - No charge. 55 gallon collection drums provided.

Delivery / Service - \$25.00 Stop Fee.

\* if customer owned PartsWasher is other than a standard sink-on-drum unit, please call with details so an exact price can be given.

Thank you for the opportunity to serve your environmental needs.

Sincerely; Robert Van Wynsberghe 602-768-0130

Mountain States Region 3534 West 500 South Salt Lake City, UT 84104 801.433.1114 Wain 801.435.1120 Fax Northwest Region 12533 SF Carpenter Dr. Clackamas, OR 97015 503.786.4612 Main 503.788.4629 Fax South Central Region 9900 North Crowley Crowley, TX 76036 806.637.9336 Mair. 806.657.4406 Fax

Southwest Region 4301 West Jefferson St Phoenix, AZ 85043 602.272.2400 Main 602.272.5590 Fax Cerporate Office 8925 E Pima Center Pkwy, #105 Scottsdale, AZ 85258 480.302.6221 Main 480.302.6590 Fey



## **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

# SERVICE AGREEMENT NO. 092914 MAJOR REHABILITATION PROJECT NO. HH#8139 MOUNTAIN RETREAT BUILDERS

Effective October 1, 2014, Gila County and Mountain Retreat Builders entered into a contract whereby Mountain Retreat Builders agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#8139, in Globe, Arizona.

**Service Agreement No. 092914** was issued for a total flat fee of \$4,555.00. **Amendment No. 1 to Service Agreement No. 092914** is being issued to request an addition to the contract scope in the amount of Seven Hundred Fifty dollars and 00/100's (\$750.00), to repair roof area where cooler jack is and add insulation to repaired area. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 092914 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by Seven Hundred Fifty dollars and no/100's (\$750.00) for a new total contract amount of Five Thousand, Three Hundred Five dollars and 00/100's (\$5,305.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**GILA COUNTY:** 

Don E. McDaniel Jr., County Manager

Date: <u>10/14/14</u>

**MOUNTAIN RETREAT BUILDERS** 

Signature

Print Name



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-6

The following amendments are hereby incorporated into the contract documents for the below stated project:

## PROFESSIONAL SERVICES CONTRACT 042614-6 LEGAL SERVICES

## **DAVID BELL**

Effective June 24, 2014, Gila County and David Bell entered into a contract whereby David Bell agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042614-6 will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Indigent Delinquency Compensation, "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Amendment No. 1 to Professional Service Contract No. 042614-6 will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" with "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, **Amendment No. 1 to Professional Services Contract No. 042614-6** will serve to replace the language in D-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" **with** "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item D2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

Date: 10/14/14

Date: 10/14/14

Date: 10/14/14

Date: 10/14/14

Print Name



### 1680 CHARLES PLACE MANHATTAN, KS 66502 877-587-4054

SENT VIA EMAIL: JERWIN@GILACOUNTYAZ.GOV

October 6, 2014

Ms. Joni Erwin Gila County, Arizona

Re: Financing for Gila County, Arizona for One (1) Konica Minolta BizHub C554e Copier

Dear Ms. Erwin:

Thank you for choosing Kansas State Bank of Manhattan as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process.

The interest rate you have been quoted is valid through November 1, 2014.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Kali Kuckelman Processing Associate

### **DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

### 1. Government Obligation Contract

- An authorized individual that is with the Obligor should sign on the first space provided.
- A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

### 2. Exhibit A - Description of Equipment

- Review equipment description. Complete serial number/VIN if applicable.
- List the location where the equipment will be located after delivery/installation.

### 3. Exhibit B - Payment Schedule

Sign and print name and title

### 4. Insurance Requirements

Complete insurance company contact information where indicated.

### 5. Debit Authorization - (Preferred)

• Complete form and attach a voided check

### 8038GC IRS Form

- Please read 8038 Review Form
- In Box 2, type Employer Identification Number
- Sign and print name and title

### II. Additional Documentation Required

- 1. First payment check as stated on attached invoice
- 2. Copier Service Agreement
- 3. Insurance Certificate as stated on the Insurance Requirements Form
- 4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
- 5. Mohave PO

### III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by December 3, 2014, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

All documentation should be returned to:
Kansas State Bank of Manhattan
1680 Charles Place
Manhattan, Kansas 66502

### **GOVERNMENT OBLIGATION CONTRACT**

### Obligor

Gila County, Arizona 1400 East Ash Street Globe, Arizona 85501

### Obligee

Kansas State Bank of Manhattan 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

### Dated as of October 3, 2014

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### . Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (I) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

### IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract Payments for all remaining Renewal Term shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee may enter the premises where the Equipment

### V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obliger and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

Section 6.01 Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

### VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

#### VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

#### IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

### Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral and such other documents in the Obligoe it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve
- such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

  (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

### X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obliger may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law, RFP 13R-1018, any Best and Final Offer made to Mohave, and the member's purchase order. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Section 10.12 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.13 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.14 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

Signature DON E

INANCE

Printed Name and Title

Gila County, Arizona

Attested By Authorized Individual:

Signature

JEFF Printed Name and Title Kansas State Bank of Manhattan

Marsha Jarvis, Seniof Vice President

Printed Name and Title

## **EXHIBIT A**

## **DESCRIPTION OF EQUIPMENT**

RE: Government Obligation Contract dated as of October 3, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Konica Minolta BizHub C554e Copier

Physical Address of Equipment after Delivery: 1177 E. Monroe Street, Globe, AZ 85501

### **EXHIBIT B**

### **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 3, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:

At Closing

Original Balance:

\$8,631.83

Total Number of Payments:

Thirty-Six (36)

Number of Payments Per Year:

Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$264.94	\$0.00	\$264.94	Not Available
2	03-Nov-14	\$264.94	\$48.74	\$216.20	Not Available
3	03-Dec-14	\$264.94	\$47.48	\$217.46	\$8,391.39
4	03-Jan-15	\$264.94	\$46.21	\$218.73	\$8,146.87
5	03-Feb-15	\$264.94	\$44.94	\$220.00	\$7,901.75
6	03-Mar-15	\$264.94	\$43.66	\$221.28	\$7,656.04
7	03-Apr-15	\$264.94	\$42.37	\$222.57	\$7,409.73
8	03-May-15	\$264.94	\$41.07	\$223.87	\$7,162.82
9	03-Jun-15	\$264.94	\$39.77	\$225.17	\$6,915.31
10	03-Jul-15	\$264.94	\$38.45	\$226.49	\$6,667.20
11	03-Aug-15	\$264.94	\$37.14	\$227.80	\$6,418.48
12	03-Sep-15	\$264.94	\$35.81	\$229.13	\$6,169.16
13	03-Oct-15	\$264.94	\$34.47	\$230.47	\$5,919.23
14	03-Nov-15	\$264.94	\$33.13	\$231.81	\$5,668.69
15	03-Dec-15	\$264.94	\$31.78	\$233.16	\$5,417.54
16	03-Jan-16	\$264.94	\$30.42	\$234.52	\$5,165.78
17	03-Feb-16	\$264.94	\$29.06	\$235.88	\$4,913.41
18	03-Mar-16	\$264.94	\$27.68	\$237.26	\$4,660.43
19	03-Apr-16	\$264.94	\$26.30	\$238.64	\$4,406.83
20	03-May-16	\$264.94	\$24.91	\$240.03	\$4,152.61
21	03-Jun-16	\$264.94	\$23.51	\$241.43	\$3,897.77
22	03-Jul-16	\$264.94	\$22.11	\$242.83	\$3,642.31
23	03-Aug-16	\$264.94	\$20.69	\$244.25	\$3,386.23
24	03-Sep-16	\$264.94	\$19.27	\$245.67	\$3,129.53
25	03-Oct-16	\$264.94	\$17.84	\$247.10	\$2,872.21
26	03-Nov-16	\$264.94	\$16.40	\$248.54	\$2,614.26
27	03-Dec-16	\$264.94	\$14.95	\$249.99	\$2,355.68
28	03-Jan-17	\$264.94	\$13.49	\$251.45	\$2,096.47
29	03-Feb-17	\$264.94	\$12.03	\$252.91	\$1,836.63
30	03-Mar-17	\$264.94	\$10.56	\$254.38	\$1,576.16
31	03-Apr-17	\$264.94	\$9.07	\$255.87	\$1,315.06

## **EXHIBIT B - CONTINUED**

### **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 3, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
32	03-May-17	\$264.94	\$7.58	\$257.36	\$1,053.32
33	03-Jun-17	\$264.94	\$6.09	\$258.85	\$790.94
34	03-Jul-17	\$264.94	\$4.58	\$260.36	\$527.92
35	03-Aug-17	\$264.94	\$3.06	\$261.88	\$264.26
36	03-Sep-17	\$264.94	\$1.39	\$263.55	\$0.00

Gila County, Arizona

Signature

Printed Name and Title

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds :

**General Fund** 

<sup>\*</sup>Assumes all Contract Payments due to date are paid

## **INSURANCE REQUIREMENTS**

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is

Insured:

**Certificate Holder:** 

Gila County, Arizona 1400 East Ash Street

Kansas State Bank of Manhattan 1010 Westloop, P.O. Box 69 Globe, Arizona 85501 Manhattan, Kansas 66505-0069

- 1. Equipment Description
  - One (1) Konica Minolta BizHub C554e Copier
  - Please include all applicable VIN's, serial numbers, etc.
- 2. Physical Damage
  - All risk coverage to guarantee proceeds of at least \$8,631.83.
- 3. Loss Payee
  - Kansas State Bank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

Email: kkuckelman@ksstatebank.com

Please complete the information below and return this form along with the Contract.

Gila County, Arizona			
Insurance Company:	ARTHUR J. GALLAGHER & CO.		
Agent's Name:	ROSE UNRUH		
Telephone #:	480-845-6209		
Fax #:	(602-244-2242		
Address:	8800 E. CHAPANNAL ROAD # 230		
City, State Zip:	SCOTTSDALE AZ 85250		
Email:	ROSE - UNRUH @ A.JG. COM		

## \*PREFERRED\*

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

## **DEBIT AUTHORIZATION**

I hereby authorize Kansas State Bank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number		Payment Amount		Frequency	of Payments	
3347311		\$264.94		Monthly		
Beginning			Day of Month (please	e choose one)		
Month	Year		1 <sup>st</sup> 5 <sup>th</sup>	15 <sup>th</sup>	20 <sup>th</sup>	
<u>l acknowled</u>	ge that the originati	on of ACH transactions to	this account must com	ply with the pr	ovisions of U.S. law.	
Financial Institution Name			Branch			
Address	City		State		Zip	
Routing Number			Account Number			
v	Туре	of Account	Checking	Savings		
This authority is to remain account of its termination in	in full force and eff such time and manr	ect until Kansas State Beer as to afford Kansas St	ank has received writte ate Bank a reasonable o	en notification pportunity to a	from any authorized signer of the	he
Obligor Name on Contract						
Gila County, Arizona		_/				
Signature	/		Printed Name and Tit	e		
Tax ID Number			Date			
86-6000444						
					W.Y. man land particular	
					Of the party of th	
/					To a section of the s	
	PLEAS	SE ATTACH COPY OF A V	OIDED CHECK TO THIS F	ORM!	1,000	
					EC - AMOUNT VANA	
					is to account on	
					William Control Control	
					00000	

**USA Patriot Act** 

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 425-3231 Ext. 8743

> > 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT NO. 100814 WINDOW REPLACEMENT

### MICHAELSON BUILDING

THIS AGREEMENT, made and entered into this 14th day of October	2014,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the	County,
and <u>Azteca Glass, Inc.</u> , of the City of <u>Phoenix</u> , State of Arizona, hereinafter designa	ted the
Contractor.	

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100814** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100814** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100814**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

## 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

## 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	8
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

## 3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate

\$1,000,000 \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of two weeks from that date.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1.458.53 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 100814 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager

Date: <u>/0/14/14</u>

**AZTECA GLASS, INC.** 

Signature

**Print Name** 

## Proposal



1138 W. Grant St. Phoenix, AZ 85007 Ph # 602-252-7597 FAX # 602-252-7304

4	Passada! essa.				
	L SUBMITTED TO:	PHONE:	DAT		
City of Glo	obe	lon ware	10/	13/2014	
1400 E. A	Ash Street	JOB NAME: Michaelson B	uildina		
CITY, STAT		JOB LOCATION:		· · · · · · · · · · · · · · · · · · ·	
Globe, AZ	Z 85501			<del></del>	
FAX#					
2-	RE: Michaelson Building  Estimate to furnish and install:  BI: 60 x 76 x 1/4" Bronze Tempered	d- Filmed to match	existing as o	slosely	
	as possible .		J	x and Labor \$	1,458.53
			material, la	x and Labor \$	1,430.33
	NS: Bonds, Permits, Cleaning, Filming & Protecti dard Insurance coverage applies.	ion of glass			
	hereby to furnish material and labor - complete with ab	pove specifications, for the s	um of.		
	USAND FOUR HUNDRED FIFTY-EIGHT a			lars \$	\$1,458.53
	pe made as follows:	11u 33/1	00 20.		ψ1,430.33
deviation from above the es	guaranteed to be as specified. All work to be complete in above specifications involving extra cost will be execu- timate. All agreements contingent upon strikes, acciden surance. Our workers are fully covered by Workmen's	rted only upon written order nts or delays beyond our co	s, and will become introl. Owner to car	an extra charge over and rry fire, tornado and other	
1 %% Inter	est charged on accounts that are past 30 days - P	Plus related collection fee	s and services if	warranted.	
Any Insurand	ce requirement other than the standard will be char	ged for accordingly.			
	Autho	orized			
	Signa	iture:	us RX	ingly	
	NOTE: This	proposal may be withdrawn	by us if not accept	ed within 30 days.	
	osal is accepted by the contractor it becomes regardless of whether it is signed or not.	s a binding part of the	contract, and c	an not be altered for price	
	ce of Proposal - The above prices, specifications a do the work as specified. Payment will be made as out		ery and are hereby a	accepted. You are	
Signature:		Dat	te of Acceptanc	e	



## SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone; 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION	BILLING INFORMATION
CUSTOMER NAME: GILA COUNTY  SHERIFF DEPT. (TAIL)  ADDRESS: 1100 SOUTH STREET  CITY: GLOBE STATE: AZ  ZIP: 85501 PHONE: 68 402-18 Z  CONTACT:  TITLE:	CUSTOMER NAME: GILA COUNTY FINANCE DEPT  ADDRESS 400 ASH STREET  CITY: GLOBE  STATE: A Z  ZIP: 8550/ PHONE? 89 402-8626  PURCHASE ORDER #  CONTACT: KNSTAL  TITLE:
SERVICE DE	ESCRIPTION
SERVICE BEGINS ON://_  CONTAINERS: QUANTITY: Z TYPE:  RATES: \$\frac{1}{2} \ 83.00 \ FIRST 48 GALLON CON \ \( \sqrt{8} \ GALLON CONTAINER - \frac{1}{2} \ \ 75 \ \sqrt{1} \ NE \\  EXISTING WASTE:	ITAINER - \$35.00 EACH ADDITIONAL ER-\$1.00 FUEL SURCHARGE
SERVICE INTERVAL: MONTHLY	SERVICE HOURS: 24/7
SERVICE INTERVAL: MONTHLY  SPECIAL INSTRUCTIONS: X ROLS TOUSTREES	T & SOUTH STREET
DATE OF AGREEMENT: 10, 7, 14	NEWRENEWALADDITIONAL SITE
TERMS AND C	CONDITIONS
BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES DITIONS ABOVE AND BELOW ON THIS PAGE.	HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CON-
"CONTRACTOR"  LeathCare Medical Waste Service  HEALTHCARE MEDICAL WASTE SERVICES	"CUSTOMER"  GILA COUNTY SHERIFF DEPTI (JAIL)  CUSTOMER NAME
BY (SIGNATURE) Salle Wilkins	BY (SIGNATURE) ON The January 19/19/
NAME: SAILIE WILLCIMS	NAME: DON E. MCDANIEL, JR.
TITLE: OFFICE ASSISTANT	TITLE: COUNTY MANAGEN
ATTRCHMENT "A" BY MENTION MADE A BINDING PART O Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medic as required by Federal, State, and local regulations.	F THIS ACREEMENT AS SET FORTH HUNLEN, call waste removal services to customer as indicated above at customer's address. HMMS shall dispose of the waste in such manner
Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continued of the Initial term or any successive term effective upon sixty (80) days prior written notice (with the other. In the event Custom of this agreement. Contractor shall there, without limitation, all rights and remodes provided at lew or in equify, as well as the following: (A) Contractor dated damages and not a peedly; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of suspend this agreement will all defaults are cured by Customer, recover any damages sustained-thereby, and, upon the the curing of all defaults extended for the gend of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, res	rer terminates services beforender or this agreement prior to expiration of the ferm hereof or falls to perform in accordance with any provision ractor may terminate this agreement and recover the following amount which the parties hereby acknowledge perfeitures Contractor's liqui- of months (including partial months) remaining until the expiration of the then current term of the agreement of b) \$500. (B) Contractor may  be youthwhere, reinstate service pursuant to this agreement of the remainder of the term. Under such circumstances, the term shall not be  the fall of the perform this Agreement, and Contractor refers such matter to an attorney. Customer agrees to pay in addition to other amounts  agriculturely a feet.
Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees termal considered past due. All invoices are payable in full without abatement or setoff.	se payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be
In the event the Customer fails to pay HMMS all amounts which become due under this agreement, or fails to perform its obligations hereunder, s as a result of such action, including a reasonable attorney's fee.	
Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.  Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.	YR W/OPTION TO RENEW (SW)

Packaging Supplies: All packaging supplies furnished by HMMVS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMMVS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall sfore Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposed any Biomedical Waste which, in Contractor's judgment, it cannot transport, treat or dispose of in a lawfull manner or without a risk or harm to public health or the environment, Improperly packaged, lealing, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due data; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or, (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dengerous Waster: CUSTOMER SHALL NOT TENDER TO HAWAS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS; (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

## **ATTACHMENT "A"**

## Gila County Contractor Standard Terms and Conditions Addendum

## A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

### B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

## C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

## D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

## E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

## F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee

## K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Healthcare Medical Waste Services:

Dulkins (office assistant)

Date



as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

**SERVICE INFORMATION** 

CUSTOMER NAME: (FICA COUNTY DEPT OF

## SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

BILLING INFORMATION

GILA COILNTU FINANCE DEP

CUSTOMER NAME: G-ICA COUNTY DEPT OF ENERCH SERVINGS - IM M PROGRAM  ADDRESS: 55/5 S. APCHE BCUB STE 100  CITY: GCOBE  ZIP: 85501 PHONE: 928 402 - 8807  CONTACT: GINNIE  TITLE: FAX 928-425-0794	CUSTOMER NAME: 6/CA COUNTY FINANCE DEPT ADDRESS 400 RSH STREET  CITY: 6 COBE STATE: PZ  ZIP: 8550/ PHONE: 28 402-8626  PURCHASE ORDER #  CONTACT: // RYSTAL  TITLE:
SERVICE D	ESCRIPTION
SERVICE BEGINS ON://  CONTAINERS: QUANTITY:2 TYPE:	48GALLON/WLINERS
	NTAINER - \$ 35.00 EACH ADDITIONAL B-\$1.00 FUEL SURCHARGE
SERVICE INTERVAL: BI- MONTHLY  SPECIAL INSTRUCTIONS:	
DATE OF AGREEMENT: 10,7,14	NEWRENEWAL_XADDITIONAL SITE
TERMS AND	CONDITIONS
BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES DITIONS ABOVE AND BELOW ON THIS PAGE.	S HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CON-
"CONTRACTOR"	"CUSTOMER"
"CONTRACTOR"  NEACTH CARE MEDICAL WASTE SERVICES  HEALTHCARE MEDICAL WASTE SERVICES  ATTA CHIMENT "A" BY MENTION MADE A BINDING PAR  BY (SIGNATURE) Allee Well Kins	CUSTOMER NAME  OF THIS AGREEMENT AS SET FORTH HENCEN PRUGRAM  BY (SIGNATURE) ON 10/14/14
NAME: SACLIE WICKINS	NAME: DON E. McDANIEL, JR.
TITLE: OFFICE ASSISTANT	TITLE: COUNTY MANAGER
Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Me as required by Federal, State, and local regulations.  Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically contined of the initial term or any successive term effecting-ofpon skry (60) days prior written notice (by certified past) to the other. In the event Custor of this agreement. Contractor shall have, without mistation, all rights and remedies provided at law or injustified, as well as the following: (A) Codeted damages and not a penalty: the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults are cured by Customer. The event Customer fails to pay Contractor any amounts due hereundage of other adjudged due, any and all coster incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law,	

1 YR/W OPTION TO RENEW Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services. Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposed any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff. In the event the Customer falls to pay HIMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder should HIMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HIMWS

Force Majeure: HMWS shall not be liable for loss, darnage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume

jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or, (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees. Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability, Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) \*\*hazardous waste\*\* as that term is described under the Resource Conservation and Recovery Act (\*RCRA\*), (iii) a radioactive substance, (iv) a volatility or explosive substance, or (iv) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

### **ATTACHMENT "A"**

## Gila County Contractor Standard Terms and Conditions Addendum

## A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

## B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

### C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

## D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

## E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

## F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

### G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

## H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

## I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

### J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

## K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

**Healthcare Medical Waste Services:** 

Welkins (office assistant) 10-7-14



SERVICE INFORMATION

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

## SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

**BILLING INFORMATION** 

DETENTION HOME	STATE: AZ PHONE: 228 402 - 8626
SERVICE DESCRIPTION	
SERVICE BEGINS ON:/	E.R
RATES: \$73.00 FIRST 32 GALLON CONTAINER - \$28. 32 GALLON CONTAINER - \$.75@ LINER - \$1.00 FLEC	
SERVICE INTERVAL: MONTHLY SERVICE HOURS: 24/ SPECIAL INSTRUCTIONS: X ROS SOUTH & ASH	7
DATE OF AGREEMENT: 1 NEW RENEWAL 1	ADDITIONAL SITE
TERMS AND CONDITIONS  BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOME DITIONS ABOVE AND BELOW ON THIS PAGE.  PITTACH MENT "A" BY MENTION MADE A BINDING PART OF THIS AGREEMENT "CONTRACTOR"  "CI  "CI  HEACTH CARE MEDICAL WASTESERVICES GILA COUNTY  HEALTHCARE MEDICAL WASTE SERVICES	AS SET FORTH HENEW!
BY (SIGNATURE) SignATURE) BY (SIGNATURE) BY	My amy volatie
NAME: SACLIE WICKINS NAME: DON E. MC	DANIEL, JR.
TITLE: OFFICE ASSISTANT TITLE: COUNTY MA	NAGER
cope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at a required by Federal, State, and local regulations.  "The initial term of any successive term effective upon saty (80) days prior written notice (by certified mail) to the other. In this effect, the customer terminates services hereunder or this agreement; prior to exp. this agreement. Contractor shall have, without juffiation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and effective upon saty (80) days prior written notice (by certified mail) to the other. Districts or the customer terminates services hereunder or this agreement or to exp. this agreement. Contractor shall have, without juffiation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and effective prior the following: (A) Contractor may terminate this agreement and effective prior the following: (A) Contractor or services are prior the following: (A) Contractor or services are prior to exp. the following: (A) Contractor or services are prior the following: (A) Contractor and the prior of the following: (A) Contractor is circulated by the number of months (including partial months) are altered prior the following: (A) Contractor is circulated by the number of months (including partial months) are altered partial months are alter	actor and Customer shall have the right to terminate this agreement as of the irration of the term hereof or fails to perform in accordance with any provision amount which the parties hereby aerinowledge constitutes Contractor's liquing of the then current term of the agreement, or (b) \$500. (B) Contractor may the remainder of the terms. Under such circumstances, the term shall not be matter to an attorney Customer agrees to pay in addition to other amounts reof. Any payments not received within thirty (30) days of invoice date, will be sto pay, in addition to the amount due, any and all costs incurred by HMWS.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's permisses to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal and plicomedical Waste which, in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking. Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or, (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT IEDDER TO HIMWS ANY BIO-MEDICAL WASTE: THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability, Act of 1980 (CEPICA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) \*hazardous waste' as that term is described under the Resource Conservation and Recovery Act (\*RCRA\*), (iii) a radioactive substance, (iv) a volatile or explosive aubstance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

### **ATTACHMENT "A"**

## Gila County Contractor Standard Terms and Conditions Addendum

## A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

## B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

### C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

## D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

## E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee

shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

### G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

## H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

## I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

### J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

## K. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Healthcare Medical Waste Services:

Allie Welkens 10-7-14
Contractor office assistant Date

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 425-3231 Ext. 8743

> > 1400 E. Ash Street Globe, AZ 85501

## GILA COUNTY www.gilacountyaz.gov

# SERVICE AGREEMENT NO. 092414 CARRIAGE SYSYTEM REPAIR COURT VAULT

#### **CLERK OF COURT**

THIS AGREEMENT, made and entered into this 14 TH day of October	2014,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the C	County
and <u>Interior Solutions</u> , of the City of <u>Phoenix</u> , State of Arizona, hereinafter designate	ed the
Contractor.	

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 092414** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 092414** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 092414**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	-
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate

\$1,000,000 \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through October 31, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$12,016.13 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 092414 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager

Date: <u>/0/14/14</u>

Signature

RICK CONTRYMAN

**Print Name** 

PAGE 1 OF 1

REG 2015-0082



## **Proposal**

Phoenix Interior Solutions 4645 S. 35th Street Phoenix, AZ 85040 Phone: 800.339.7538 www.interiorsolutions.net

Quetn/Order No	58744
Date	08/04/2014
Customer PO No	
Customer Account	Gilla County
Sales Associate	Rick Contryment
Project Number	8834
Paga	1 of 1

T Glia County
O 1400 E Ash Street
Globe, AZ 85501

ATTN: Gila County Phone: 828-402-4368 Fax: 928-425-8104

- S Gila County
  H 1400 E Ash Street
  I Globe, AZ 85501
- T ATTN: Gila County
  O Phone: 928-402-4368
  Fax: 928-425-8104

Prepared for : Glia County

#### OPTION 2

400	40.0				
L	ine	Quantity	Catalog Number/Description	Unit Price	Extended Amount
	5	1.00 Each	SPACESAVER 2 ADDITIONAL SPACESAVER MOBILE CARRIAGES PER PLAN COLOR: TBD	5,258,30	5,258.30
	8	1.00 Each	FREIGHT	1,267,30	1,267.30
	7	1.00 Each	FAB FABRICATION OF FLOOR, RAMPS AND HPLF PANELS	1,322.86	1,322.86
			RAMP : 1 @ 5'4 1/16" 1 @ 5'4 1/16" PANEL : 2 @ 23 15/16" x 102 1/2"	2 30	
	8	1.00 Each	INSTALLATION LABOR TO RECEIVE, DELIVER, AND INSTALL PER PLAN DURING REGULAR BUSINESS HOURS	3,621.43	3,621.43
				TOTAL:	\$11,469.89
			PHOENIX-ARIZONA-85040-0.083000% S/	LES TAX	546.24
			GRANI	TOTAL:	12,016,13

Dated this The day of Auctor, 2014

NUK CONTRACTOR

Interior Solutions

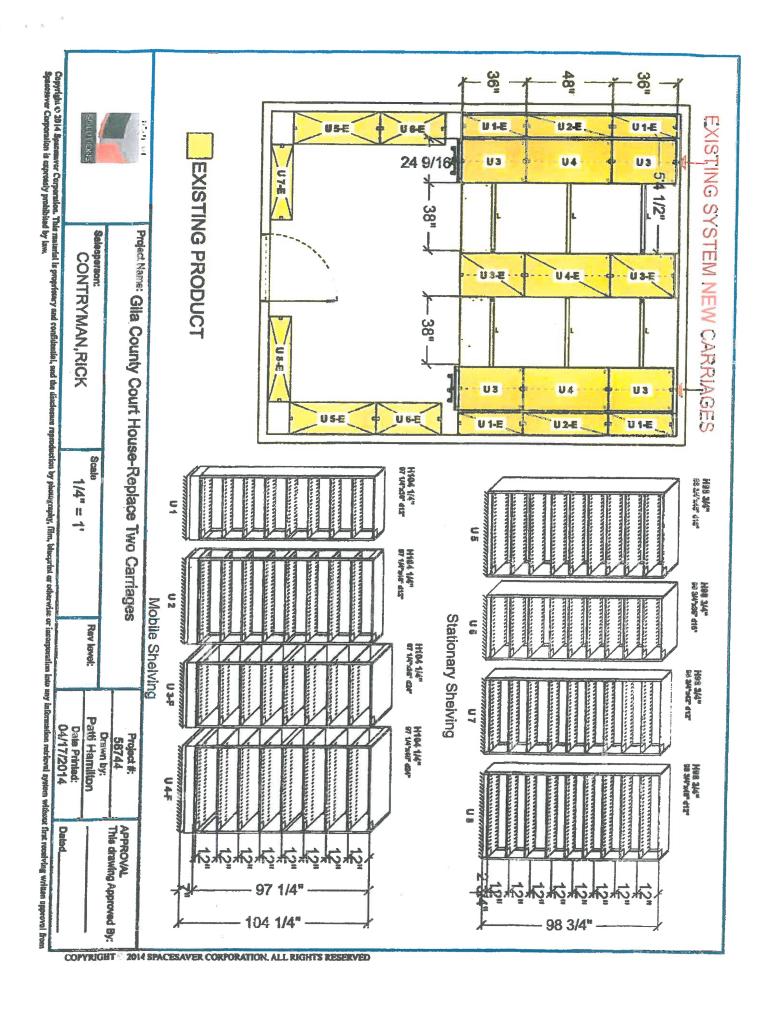
Authorized Representative

Authorized Representative

DON MCDANIER JR.

1007,341.976 -4500.40

GOUNTY MANAGER



Tommie C. Martin, District I 610 E. Highway 260, Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 425-3231 Ext. 8743

> > FAX (928) 425-0319 TTY: 7-1-1

## **GILA COUNTY**

1400 E. ASH STREET, GLOBE, ARIZONA, 85501

## SERVICES AGREEMENT NO. 022514-1 FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

THIS AGREEMENT, made and	entered into this _	14 TH day of Oct	<b>2014</b> , by	and between
Gila County a political subdivision				
Messinger Mortuary & Chapel, Inc.	and its wholly	owned subsidiaries	including (Messin	ger Pavson
Funeral Home, Inc.), of the City of	Payson,	County ofGila	, State of Arizona	, hereinafter
designated the <i>Contractor</i> .	-	_		

**WITNESSETH:** That the Contractor shall provide the services and products listed in the Scope of Work below, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor agrees to provide a facility for the Gila County Medical Examiner to perform autopsies in as needed. The Contractor will provide the following services as required:

- Removal of decedent from place of death or other location
- Supply plastic pouches for transporting of decedent from place of death or other location
- Use of facility for autopsy, including laundry of linens used, bio-hazard waste disposal
- Use of facility for external examination, including laundry of linens used, bio-hazard waste disposal
- Use of facility's refrigeration

- **ARTICLE 2 FEES:** For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:
  - \$395.00 transportation to remove decedent from place of death or other location, within a fifty (50) mile radius of Payson, AZ. \$3.25 per loaded mile for additional mileage beyond a fifty (50) mile radius of Payson, AZ.

NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.

- \$ 95.00 per Regular-duty plastic pouch, plus applicable tax

  NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.
- \$225.00 per Heavy-duty plastic pouch, plus applicable tax

  NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.
- \$375.00 per Use for use of the Facility (Messinger Payson Funeral Home) for full autopsy, including laundry of linens used and bio-hazard waste disposal
- \$125.00 per Use for use of the Facility (Messinger Payson Funeral Home) for external examination, including laundry of linens used and bio- hazard waste disposal
- \$200.00 per Use for use of the Facility (Messinger Payson Funeral Home) for partial (head or trunk) autopsy, including laundry of linens used and bio-hazard waste disposal
- \$175.00 Collection of and/or courier service to Payson Regional Medical Center for blood testing
- \$ 20.00 per Day for use of the Facility (Messinger Payson Funeral Home) refrigeration

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

In the event that the County has reasonable cause to believe that the Contractor alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Contractor.

### ARTICLE 4 - INDEMNIFICATION CLAUSE:

(a) Contractor agrees to defend, indemnify, and hold harmless The County of Gila and its officers, officials, agents, and employees from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

(b) The County of Gila agrees to defend, indemnify, and hold harmless Contractor and its officers, officials, agents, and employees from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the County, except to the extent same are caused by the negligence or willful misconduct of the Contractor. It is the intent of this section to require the County to indemnify the Contractor to the extent permitted under Arizona Law.

ARTICLE 5 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

### 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

#### 3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 4. With respect to the County's insurance coverage, the County's policy shall be endorsed to include the following additional insured language: "Messinger Mortuary and Chapel, Inc. (and its wholly owned subsidiaries) shall be named as an additional insured with respect to liability arising out of the activities performed by the County".
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. Likewise, the County shall furnish the Contractor with certificates of insurance (ACORD form or equivalent) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County and must be in effect at or prior to commencement of work under this contract. County will provide a certificate of insurance to the Contractor for verification of coverage. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to <a href="mailto:isgroi@gilacountyaz.gov">isgroi@gilacountyaz.gov</a>. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 6 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of the Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE 10 – TERM:** The term of the contract shall commence on the date the contract is approved by the County Manager, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 11 – PAYMENT:** The Contractor shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall the total aggregate payments for each set of 44 cases by death date order, exceed <u>\$20,000.00</u> without prior written approval from the County. Case 1 will begin with each one year contract term. For example – Cases 1 through 44 will not exceed \$20,000.00, cases from 45 through 88 will not exceed \$20,000.00 and so forth. Case 1 will begin all over in the next one year term.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9

#### **Invoices**

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed. Invoices may be emailed to accountspayable@co.gila.az.us.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

**CONTRACTOR** 

Messinger Mortuary and Chapel, Inc.

Joseph A Leaser

Treasurer & CFO

## GILA COUNTY SERVICE AGREEMENT NO. 091914-1

THIS AGREEMENT, made and entered into this	5 THE day of OCTOBER, 2014, by
and between Gila County, a political subdivision of the St	ate of Arizona, hereinafter designated the
County, and Langham Construction, LLC	of the City of <u>Payson</u>
State of Arizona, hereinafter designated the Contractor.	

THE CONTRACTOR shall furnish any and all materials, labor, construction equipment, and services, required for performing all work for construction of Request for Quotes No. 091914-1, Kitchen Exhaust Vent Hood System:

**DOCUMENTS:** The Attachment "A" which shall include the "Request for Quotes", "Scope of Work", "Cost Proposal" and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**CONTRACTOR'S FEE:** Refer to Attachment "A" to Service Agreement No. 091914-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 091914-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

Payment will be made fifteen days after the County Accounts Payable Department has received an approved invoice from the vendor and issuing department.

INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits A. of liability not less than those stated below:

## 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: а "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	•
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease - Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the County of Gila.

### 4. Builders' Risk Insurance or Installation Floater

Contract Amount for all subsequent change orders.

In an amount equal to the initial Contract Amount plus additional coverage equal to

The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insured's on the policy.

- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the County of Gila.
- g. Contractor is responsible for the payment of all policy deductibles.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Contract Administrator, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501 and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Contract Administrator, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Request for Quotes.

Work on this project shall be completed by November 30, 2014, unless an extension has been approved by Gila County.

WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) year from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**CANCELLATION**: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the County shall be liable only for payment for services rendered to the County before the effective date of termination.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones

schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

PAYMENT/BILLING: Contractor shall be paid a lump sum amount of \$17,127.13 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$\frac{17,127.13}{}\] including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager,

Date:

CONTRACTOR

Sidootuura

Dutat Name

## REQUEST FOR QUOTE ATTACHMENT "A" GILA COUNTY 091914-1



## JOB/PROJECT DESCRIPTION

Project consists of supply and install Type 1 stainless steel exhaust hood and duct work system in the Fairgrounds kitchen.

Location:

Gila County Fairgrounds 900 E. Fairgrounds Road Globe, AZ

### Scope of Work and Specifications:

- Provide and install Type 1 stainless steel exhaust hood, suppression system, and duct work system in the Fairgrounds kitchen. Roofing will be compromised during this construction and will also be a part of this contract. Roofing consists of a fiber tight, single ply membrane.
- Include any new electrical, exhaust system, and alarm system monitoring, separately in quote.
- Installation, labor, shipping, and Globe contracting tax must be listed separately on quote.
- Inspections and plan review must be coordinated by contractor with State Fire Marshal.
- List any and all exclusions in the proposal
- Warranty must be a minimum of 1 year parts and labor and 1 year workmanship.
- A site visit is mandatory during the week beginning September 29 through October 3, 2014. Contact David Hom at 928-200-1641 to make arrangements to see the kitchen hood system. Any questions must be sent in writing to Jeannie Sgroi at <a href="mailto:isgroi@gilacountvaz.gov">isgroi@gilacountvaz.gov</a> or faxed to 928-402-4386. Gila County would prefer to have the installation complete and operational by November 30, 2014.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project.

QUOTE DUE DATE: Please email or fax quote by 11:00 A.M., Friday, October 10, 2014 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

Contractor Name: ANGHAM CONSTRUCTION, LLC	
Contractor Address: P.D. Box 1525, Payson 47 86547	
Contractor Phone #: 928-695-0389 Email Address: sameham & inux , n	et
Contractor Signature:	
TOTAL QUOTE AMOUNT INCLUDING TAXES: \$ 17,127.13	
Please attach detail quote.	



## **Langham Construction, LLC**

P.O. Box 1525 Payson, Arizona 85547

R.O.C. #150760 Commercial and Residential

### Globe Fairgrounds Exhaust Hood and Fan

Hood, Fan, & Curb from Custon Steel Fab     Fire Protection System by Experienced Firesprinkling     Repair Roof	\$9,500.00 \$4,586.00 \$2,000.00
Markup (10%) Subtotal	\$804.30 \$16,086.00
AZ Sales Tax (5.94255%)	\$955.92
Sub-Total Bond (0.5%)	\$17,041.92 \$85.21
GRAND TOTAL	\$17,127.13

Exclusions:
Al! electrical work
All Acoustic Ceiling Repairs
All painting
All make up air

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



## GILA COUNTY www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 425-3231 Ext. 8743

> > 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT NO. 100814-1 PORTABLE TOILET SERVICE

#### **COPPER ADMINISTRATION BUILDING**

THIS AGREEMENT, made and entered into this 22 ND day of October	2014,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the C	ounty
and DI's Companies. Inc. of the City of Claypool State of Arizona, hereinafter designat	ed the
Contractor.	

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities & Landfill Management or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**Scope of Work:** Refer to attached Attachment "A" Rate sheet, to **Service Agreement 100814-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 100814-1 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 100814-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

## 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

## 3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate \$1,000,000 \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3.040.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 100814-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager

Date: 10/22/14

DJ'S COMPANIES, INC.

re Jonocción

Signature

**Print Name** 

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District iii 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

> Jeff Hessenius, Finance Director Phone (928) 425-3231 Ext. 8743

> > 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT NO. 100814-2 PORTABLE TOILET SERVICE

#### BUILDING 5-POSSE-TASK FORCE

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**Scope of Work:** Refer to attached Attachment "A" Rate sheet, to **Service Agreement 100814-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100814-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100814-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

#### 3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate \$1,000,000 \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14— TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015 or until unit is called off rent, whichever comes first.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$150.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 100814-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager

Date: 10/25/19

DJ'S COMPANIES, INC.

priene Sonorgiel

Signature

Print Name

Tommie C. Martin, District I 610 E. Highway 260, Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director

1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT NO. 100714 WEATHERIZATION PROJECT NO. HH#3316

THIS AGREEMENT, made and entered into this 22ND day of 6000 Box	2014.
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the (	County
and <u>Burden Electric LLC</u> , of the City of <u>Globe</u> State of Arizona, hereinafter designat	
Contractor.	

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#3316, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to Attachment "A" to Service Agreement 100714 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 100714 by mention made a binding part of this agreement as set forth herein

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

### 1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

### 2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

# 3. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate

**\$1,000,000 \$2,000,000** 

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to jsgroi@gilacountyaz.gov,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7-WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties

shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expire on June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of <u>\$669.67</u> for completion of the projects as outlined in the Scope of Services

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 100714 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

Don E. McDaniel Jr., County Manager

Date:

BURDEN ELECTRIC LLC

Signature

Print Name



# **Burden Electric LLC**

ROC 115534 RESIDENTIAL

**ROC 115533** COMMERCIAL **PROPOSAL** Date: 10-01-14

## SUBMITTED TO:

**Gila County Community Services** 5515 S Apache Ave Ste 200 Globe, AZ 85501 928-425-7631 Attn: Gabe geylicio@co.gila.az.us

ADDRESS: JOB LOCATION: Tony Valez 175 S. Kent St Miami, AZ 85539

Burden Electric LLC P.O. Box 628 Globe AZ, 85502

Phone: 928-402-0379 Fax: 928-402-0379 call ahead Cell: 480-747-0064

Email: burdenelectric@aol.com

We here by proposed to furnish the materials and perform the labor necessary for the completion of the following:
Installation of range wire, fix or replace master bedroom ceiling fan and install outside light.
Our Price Will Not Include the Following: Any repair or replacement of any damage of material /completed work that is caused by any
Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Permits, Utility, or Inspection Fees are not included.
All material and work to be performed in accordance with the drawings and specifications submitted for
above work, and completed in a workman like manner for the sum of: \$ 669.67
Six Hundred Sixty Nine Dollars and 67/100 cents
Payment to be made as follows:
r ayment to be made as idiliows:
Anne alternations and autotion flows the share and the state of the st
Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.
NOTE—This proposal may be withdrawn by us if not accepted within 10 Days.
AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:
V
Signature Date,
CUSTOMER:
SignatureDate.
he above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

## **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-3**

The following amendments are hereby incorporated into the contract documents for the below stated project:

# PROFESSIONAL SERVICES CONTRACT 042614-3 LEGAL SERVICES

## **JONATHAN L. WARSHAW**

Effective June 24, 2014, Gila County and Jonathan L. Warshaw entered into a contract whereby Jonathan L. Warshaw agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042614-3 will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Compensation, "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Amendment No. 1 to Professional Service Contract No. 042614-3 will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" with "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, Amendment No. 1 to Professional Services Contract No. 042614-3 will serve to replace the language in C-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" with "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item C2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this <u>adam</u> day of <u>October</u>, 2014.

Now Frank

Don E. McDaniel Jr., County Manager

Date: 10 22/14

GILA COUNTY:

JONATHAN-L. WARSHAW

Signature

Print Name



# **1680 CHARLES PLACE**MANHATTAN, KS **66502**877-587-4054

**SENT VIA USPS MAIL** 

October 15, 2014

Ms. Joni Erwin Gila County, Arizona

Re: Financing for Gila County, Arizona for One (1) Konica Minolta BizHub C554e Copier

Dear Ms. Erwin:

Thank you for choosing Kansas State Bank of Manhattan as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process.

The interest rate you have been quoted is valid through November 13, 2014.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, <u>if this transaction</u> <u>is not funded</u>. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Kali Kuckelman Processing Associate

### **DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

### 1. Government Obligation Contract

- An authorized individual that is with the Obligor should sign on the first space provided.
- A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

## 2. Exhibit A – Description of Equipment

- Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

### 3. Exhibit B - Payment Schedule

Sign and print name and title

## 4. Insurance Requirements

♦ Complete insurance company contact information where indicated.

### 5. Debit Authorization – (Preferred)

Complete form and attach a voided check

### 6. 8038GC IRS Form

- ♦ Please read 8038 Review Form
- In Box 2, type Employer Identification Number
- Sign and print name and title

## II. Additional Documentation Required

- 1. First payment check as stated on attached invoice
- 2. Copier Service Agreement
- 3. Insurance Certificate as stated on the Insurance Requirements Form
- 4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
- 5. Signed and completed Credit Application

### III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by December 15, 2014, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

All documentation should be returned to:

Kansas State Bank of Manhattan 1680 Charles Place Manhattan, Kansas 66502

### **GOVERNMENT OBLIGATION CONTRACT**

**Obligor** 

Gila County, Arizona 1400 East Ash Street Globe, Arizona 85501

### **Obligee**

Kansas State Bank of Manhattan 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

### Dated as of October 15, 2014

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

### Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (I) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee may enter the premises where the Eq

### V. Insurance, Damage, Insufficiency of Proceeds

<u>Section 5.01 Insurance.</u> Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

Section 6.01 Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

### VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

#### VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

#### IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

### Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obliger shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

### X. Miscellaneous

<u>Section 10.01 Notices.</u> All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

<u>Section 10.03 Severability.</u> In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.12 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.13 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

Signature

MANAGET

Printed Name and Title

Gila County, Arizona

Attested By Authorized Individual:

Signature

JEFF. SSENIUS

Printed Name and Title

**Kansas State Bank of Manhattan** 

Marsha Jarvis, Senior Vice President

Printed Name and Title

### **EXHIBIT A**

## **DESCRIPTION OF EQUIPMENT**

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Konica Minolta BizHub C554e Copier

Physical Address of Equipment after Delivery:

108 W. Main, Payson, AZ 85541

### **EXHIBIT B**

## **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:

At Closing

Original Balance:

\$8,706.83

Total Number of Payments: Number of Payments Per Year: Thirty-Six (36) Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to	Applied to Principal	*Purchase Option Price
1	At Closing	\$267.25	\$0.00	\$267.25	Not Available
2	15-Nov-14	\$267.25	\$49.16	\$218.09	Not Available
3	15-Dec-14	\$267.25	\$47.89	\$219.36	\$8,464.56
4	15-Jan-15	\$267.25	\$46.61	\$220.64	\$8,217.91
5	15-Feb-15	\$267.25	\$45.33	\$221.92	\$7,970.66
6	15-Mar-15	\$267.25	\$44.03	\$223.22	\$7,722.81
7	15-Apr-15	\$267.25	\$42.73	\$224.52	\$7,474.35
8	15-May-15	\$267.25	\$41.43	\$225.82	\$7,225.29
9	15-Jun-15	\$267.25	\$40.11	\$227.14	\$6,975.62
10	15-Jul-15	\$267.25	\$38.79	\$228.46	\$6,725.34
11	15-Aug-15	\$267.25	\$37.46	\$229.79	\$6,474.45
12	15-Sep-15	\$267.25	\$36.12	\$231.13	\$6,222.95
13	15-Oct-15	\$267.25	\$34.77	\$232.48	\$5,970.84
14	15-Nov-15	\$267.25	\$33.42	\$233.83	\$5,718.12
15	15-Dec-15	\$267.25	\$32.06	\$235.19	\$5,464.78
16	15-Jan-16	\$267.25	\$30.69	\$236.56	\$5,210.83
17	15-Feb-16	\$267.25	\$29.31	\$237.94	\$4,956.26
18	15-Mar-16	\$267.25	\$27.92	\$239.33	\$4,701.07
19	15-Apr-16	\$267.25	\$26.53	\$240.72	\$4,445.26
20	15-May-16	\$267.25	\$25.13	\$242.12	\$4,188.83
21	15-Jun-16	\$267.25	\$23.72	\$243.53	\$3,931.77
22	15-Jul-16	\$267.25	\$22.30	\$244.95	\$3,674.09
23	15-Aug-16	\$267.25	\$20.87	\$246.38	\$3,415.78
24	15-Sep-16	\$267.25	\$19.43	\$247.82	\$3,156.84
25	15-Oct-16	\$267.25	\$17.99	\$249.26	\$2,897.27
26	15-Nov-16	\$267.25	\$16.54	\$250.71	\$2,637.07
27	15-Dec-16	\$267.25	\$15.08	\$252.17	\$2,376.24
28	15-Jan-17	\$267.25	\$13.61	\$253.64	\$2,114.77
29	15-Feb-17	\$267.25	\$12.13	\$255.12	\$1,852.67
30	15-Mar-17	\$267.25	\$10.65	\$256.60	\$1,589.93
31	15-Apr-17	\$267.25	\$9.15	\$258.10	\$1,326.55

### **EXHIBIT B - CONTINUED**

### **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
32	15-May-17	\$267.25	\$7.65	\$259.60	\$1,062.53
33	15-Jun-17	\$267.25	\$6.14	\$261.11	\$797.87
34	15-Jul-17	\$267.25	\$4.62	\$262.63	\$532.56
35	15-Aug-17	\$267.25	\$3.09	\$264.16	\$266.61
36	15-Sep-17	\$267.25	\$1.71	\$265.54	\$0.00

Gila County, Arizona

Signature

DONE MCDANIEL JR. COUNTY MANAGER

Printed Name and Title

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds:

General Fund

<sup>\*</sup>Assumes all Contract Payments due to date are paid

## **INSURANCE REQUIREMENTS**

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

**Certificate Holder:** 

Gila County, Arizona 1400 East Ash Street

Kansas State Bank of Manhattan 1010 Westloop, P.O. Box 69 Globe, Arizona 85501 Manhattan, Kansas 66505-0069

- 1. Equipment Description
  - One (1) Konica Minolta BizHub C554e Copier
  - Please include all applicable VIN's, serial numbers, etc.
- 2. Physical Damage
  - ♦ All risk coverage to guarantee proceeds of at least \$8,706.83.
- 3. Loss Payee
  - Kansas State Bank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

Email: kkuckelman@ksstatebank.com

## Please complete the information below and return this form along with the Contract.

	Gila County, Arizona
Insurance Company:	Anthur J. GALLAGHER & CD.
Agent's Name:	ROSE UNRUH
Telephone #:	480.842.6909
Fax #:	602-244-2342
Address:	8400 E. CHAPANNAL ROAD # 230
City, State Zip:	SCOTTS DALE, AZ 85250
Email:	ROSE UNRUH @ AJG. COM

## \*PREFERRED\*

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

## **DEBIT AUTHORIZATION**

I hereby authorize Kansas State Bank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	Payment Amount		Frequency of Payments
3347349	\$267.25		Monthly
Beginning		Day of Month (please	choose one)
Month Year		1 <sup>st</sup>	15 <sup>th</sup> 20 <sup>th</sup>
I acknowledge that	the origination of ACH transactions to	this account must comp	y with the provisions of U.S. law.
Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number	X	Account Number	
	Type of Account	Checking S	avings
This authority is to remain in full for	orce and effect until Kansas State B	ank has received written	notification from any authorized signer of th
account of its termination in such tin	ne and manner as to afford Kansas St	ate Bank a reasonable op	portunity to act on it.
Obligor Name on Contract		\	
Gila County, Arizona			
Signature	<u></u>	Printed Name and Title	
Tax ID Number		Date	
86-6000444		ш	
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×	PLEASE ATTACH COPY OF A V	DIDED CHECK TO THIS FO	RM!
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## **USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

## **8038 REVIEW FORM**

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- 1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- 2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- 3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- 4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <a href="http://www.irs.gov/app/picklist/list/formsInstructions.html">http://www.irs.gov/app/picklist/list/formsInstructions.html</a>, or contact your local IRS office.

# (Rev. January 2012)

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Department of the Treasury Internal Revenue Service

► Under Internal Revenue Code section 149(e) Caution: If the issue price is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

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-		East Ash Street		-			l						
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### C

Code unless otherwise noted.

### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted aftrer we release it) will be posted on that page.

### **Purpose of Form**

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

## Filing a consolidated return for multiple

issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-7**

The following amendments are hereby incorporated into the contract documents for the below stated project:

# PROFESSIONAL SERVICES CONTRACT 042614-7 LEGAL SERVICES

### **MYERS AND ASSOCIATES**

Effective June 24, 2014, Gila County and Myers and Associates entered into a contract whereby Myers and Associates agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 042614-7** will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Indigent Dependency Representation, "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Amendment No. 1 to Professional Service Contract No. 042614-7 will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" with "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, Amendment No. 1 to Professional Services Contract No. 042614-7 will serve to replace the language in C-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" with "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item C2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 10/33/14

MYERS AND ASSOCIAT

Signature

**Print Name** 

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Michael A. Pastor, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

John D. Marcanti, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753



## **GILA COUNTY**

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager Phone (928) 425-3231 Ext.8761 Jeff Hessenius, Finance Director

FAX (928) 425-0319

TTY: 7-1-1

Phone (928) 425-3231 Ext. 8743

# PROFESSIONAL SERVICES CONTRACT NO. 101314-1

## **I. GENERAL STATEMENT**

**LEGAL SERVICES** 

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

- A. <u>Period Covered:</u> It is understood between the undersigned attorney, JOHN PERLMAN OF LAW OFFICE OF JOHN PERLMAN, LLC. and the <u>SUPERIOR COURT OF GILA COUNTY</u> that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from JULY 1, 2014 TO JUNE 30, 2015.
- **B.** <u>Termination:</u> Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.
  - C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.
  - **D.** Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

## **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

A. <u>Indigent Dependency Representation:</u> The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT.** Total compensation for Indigent Dependency Representation shall not exceed **EIGHT THOUSAND (\$8,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

## B. Court Payment of Costs and Expenses:

- 1) Routine / Non-routine expenses: Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.
- 2) <u>Extraordinary Costs:</u> The Attorney should file a motion <u>in advance</u> requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.
- 3) <u>Personal Expense:</u> Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.
- 4) <u>Costs Which Could Have Been Avoided:</u> Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

## C. Billing Procedures for Legal Services Provided for Indigents:

1) <u>Submission and Payment:</u> The Attorney may submit an invoice bi-weekly for each month's services.

## IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

- **A.** <u>Contract Category:</u> To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.
- **B.** <u>Conflicts:</u> to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.
- **C.** Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.
- **D.** <u>Special Actions and Appeals:</u> Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

### V. SPECIFIC DUTIES OF COUNSEL

## A. Readiness and Promptness for Court:

- 1) Readiness and Promptness: The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client before the time set for hearing, not at the time set for hearing.
- 2) <u>Delays:</u> In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.
- **B.** <u>Meetings with the Court:</u> The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.
- **C.** <u>Statistical Reports:</u> The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

**D.** <u>Dependency Case:</u> The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

## E. Contact with and Representation of Client:

- 1) Office: The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.
- 2) <u>Communication and Representation:</u> The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.
- 3) <u>Calendar</u>: The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).
- 4) <u>Completion of Case:</u> The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.
- **F.** Attorney Files: The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

## A. Motions and Orders:

1) <u>Timeliness and Basis:</u> Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

- 2) <u>Copies:</u> Copies of motions should be sent to the assigned judge and the court administrator.
- 3) <u>Oral Argument:</u> If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) <u>Telephone Conference:</u> Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) Non-Appearance Calendar: Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.
- 7) Orders: Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

## B. Facsimile:

- 1) <u>Temporary Pleadings:</u> Facsimile documents are intended to serve as temporary pleadings only.
- 2) <u>Originals:</u> After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) <u>Consent:</u> If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

### C. <u>Pre-Trial Conference</u>:

- 1) Personal Attendance: The Attorney and the client must be personally present.
- 2) <u>Discovery:</u> The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

- 3) <u>Hearing Motions:</u> Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.
  - 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

### D. Mediation/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the client must be personally present.
- 2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) <u>Purpose:</u> The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.
- 4) <u>Assigned Judge:</u> Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.
- **E.** <u>Delinquency Cases:</u> All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.
- **F.** <u>Dependency Cases:</u> Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

## G. Motions to Continue:

- 1) <u>Procedure:</u> Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.
- 2) Order: If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.
- 3) <u>Sanctions:</u> Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

## H. Motions and Orders to Transport:

- 1) <u>Preparation:</u> When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.
- 2) <u>Time:</u> Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.
- 3) <u>Video-Conferencing:</u> The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

## I. Interpreters:

- 1) <u>Notice:</u> The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.
- 2) <u>Permission:</u> The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.
- 3) <u>Attorney Presence:</u> The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

## GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 101314-1

**GILA COUNTY:** 

Don E. McDaniel, Jr., County Manager

**ATTORNEY:** 

John S. Perlman of Law Office of John S. Perlman,

LLC, Attorney

Peter J. Cahill, Presiding Judge



# **1680 CHARLES PLACE MANHATTAN, KS 66502**877-587-4054

**SENT VIA USPS MAIL** 

October 17, 2014

Ms. Joni Erwin Gila County, Arizona

Re: Financing for Gila County, Arizona for Two (2) Konica Minolta Bizhub C224e Copiers

Dear Ms. Erwin:

Thank you for choosing Kansas State Bank of Manhattan as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process.

The interest rate you have been quoted is valid through November 14, 2014.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Kali Kuckelman Processing Associate

### **DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

### 1. Government Obligation Contract

- An authorized individual that is with the Obligor should sign on the first space provided.
- A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

### 2. Exhibit A - Description of Equipment

- Review equipment description. Complete serial number/VIN if applicable.
- List the location where the equipment will be located after delivery/installation.

### 3. Exhibit B - Payment Schedule

Sign and print name and title

### 4. Insurance Requirements

• Complete insurance company contact information where indicated.

### 5. Debit Authorization – (Preferred)

Complete form and attach a voided check

### 6. 8038GC IRS Form

- ♦ Please read 8038 Review Form
- In Box 2, type Employer Identification Number
- Sign and print name and title

### II. Additional Documentation Required

- 1. First payment check as stated on attached invoice
- 2. Copier Service Agreement
- 3. Insurance Certificate as stated on the Insurance Requirements Form
- 4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
- 5. Signed and completed Credit Application

### III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by December 16, 2014, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

All documentation should be returned to:

Kansas State Bank of Manhattan 1680 Charles Place Manhattan, Kansas 66502

#### **GOVERNMENT OBLIGATION CONTRACT**

Obligor Gila County, Arizona 1400 East Ash Street Globe, Arizona 85501

#### Obligee

Kansas State Bank of Manhattan 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

#### Dated as of October 20, 2014

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

#### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (I) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If

#### V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### VI. Title and Security Interest

Section 6.01\_Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

#### VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

#### IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

#### Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral and lediver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obliger shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

#### X. Miscellaneous

<u>Section 10.01 Notices.</u> All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

<u>Section 10.04 Amendments, Addenda, Changes or Modifications.</u> This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.12 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.13 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

Signature

DON E. Mc DANIEL, J

COLLEGE MANAGER

Printed Name and Title

Gila County, Arizona

Attested By Authorized Individual:

Signature

DEFF HESSENIUS FINANCE DIRECTOR

Printed Name and Title

**Kansas State Bank of Manhattan** 

Skratura

Marsha Jarvis, Senior Vice President

Printed Name and Title

#### **EXHIBIT A**

## **DESCRIPTION OF EQUIPMENT**

RE: Government Obligation Contract dated as of October 20, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Two (2) Konica Minolta Bizhub C224e Copiers

Physical Address of Equipment after Delivery:

1992 Apache Trail & 600 S. Green Valley Parkway

## EXHIBIT B

## **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 20, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:

At Closing

Original Balance:

\$8,051.28

Total Number of Payments:

Thirty-Six (36)

Number of Payments Per Year:

Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$247.12	\$0.00	\$247.12	Not Available
2	20-Nov-14	\$247.12	\$45.46	\$201.66	Not Available
3	20-Dec-14	\$247.12	\$44.28	\$202.84	\$7,826.99
4	20-Jan-15	\$247.12	\$43.10	\$204.02	\$7,598.92
5	20-Feb-15	\$247.12	\$41.91	\$205.21	\$7,370.29
6	20-Mar-15	\$247.12	\$40.72	\$206.40	\$7,141.10
7	20-Apr-15	\$247.12	\$39.52	\$207.60	\$6,911.36
8	20-May-15	\$247.12	\$38.31	\$208.81	\$6,681.06
9	20-Jun-15	\$247.12	\$37.09	\$210.03	\$6,450.20
10	20-Jul-15	\$247.12	\$35.87	\$211.25	\$6,218.78
11	20-Aug-15	\$247.12	\$34.64	\$212.48	\$5,986.79
12	20-Sep-15	\$247.12	\$33.40	\$213.72	\$5,754.24
13	20-Oct-15	\$247.12	\$32.15	\$214.97	\$5,521.12
14	20-Nov-15	\$247.12	\$30.90	\$216.22	\$5,287.43
15	20-Dec-15	\$247.12	\$29.64	\$217.48	\$5,053.18
16	20-Jan-16	\$247.12	\$28.38	\$218.74	\$4,818.36
17	20-Feb-16	\$247.12	\$27.10	\$220.02	\$4,582.96
18	20-Mar-16	\$247.12	\$25.82	\$221.30	\$4,346.99
19	20-Apr-16	\$247.12	\$24.53	\$222.59	\$4,110.45
20	20-May-16	\$247.12	\$23.23	\$223.89	\$3,873.33
21	20-Jun-16	\$247.12	\$21.93	\$225.19	\$3,635.64
22	20-Jul-16	\$247.12	\$20.62	\$226.50	\$3,397.37
23	20-Aug-16	\$247.12	\$19.30	\$227.82	\$3,158.52
24	20-Sep-16	\$247.12	\$17.97	\$229.15	\$2,919.09
25	20-Oct-16	\$247.12	\$16.64	\$230.48	\$2,679.07
26	20-Nov-16	\$247.12	\$15.30	\$231.82	\$2,438.47
27	20-Dec-16	\$247.12	\$13.94	\$233.18	\$2,197.28
28	20-Jan-17	\$247.12	\$12.59	\$234.53	\$1,955.51
29	20-Feb-17	\$247.12	\$11.22	\$235.90	\$1,713.15
30	20-Mar-17	\$247.12	\$9.85	\$237.27	\$1,470.20
31	20-Apr-17	\$247.12	\$8.46	\$238.66	\$1,226.66

#### **EXHIBIT B - CONTINUED**

## **PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of October 20, 2014, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
32	20-May-17	\$247.12	\$7.07	\$240.05	\$982.52
33	20-Jun-17	\$247.12	\$5.68	\$241.44	\$737.79
34	20-Jul-17	\$247.12	\$4.27	\$242.85	\$492.47
35	20-Aug-17	\$247.12	\$2.85	\$244.27	\$246.55
36	20-Sep-17	\$247.12	\$1.30	\$245.82	\$0.00

Gila County, Arizona

Printed Name and Title MANAGER

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds:

General Fund

<sup>\*</sup>Assumes all Contract Payments due to date are paid

## **INSURANCE REQUIREMENTS**

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

**Certificate Holder:** 

Gila County, Arizona

Kansas State Bank of Manhattan 1400 East Ash Street 1010 Westloop, P.O. Box 69 Globe, Arizona 85501 Manhattan, Kansas 66505-0069

- 1. Equipment Description
  - Two (2) Konica Minolta Bizhub C224e Copiers
  - Please include all applicable VIN's, serial numbers, etc.
- 2. Physical Damage
  - All risk coverage to guarantee proceeds of at least \$8,051.28.
- Loss Payee
  - Kansas State Bank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016

Email: kkuckelman@ksstatebank.com

#### Please complete the information below and return this form along with the Contract.

	Gila County, Arizona						
Insurance Company:	Anthun J. GALLAGHER + Co.						
Agent's Name:	ROSE UNRUH						
Telephone #:	480-845-6209						
Fax #:	602-244-2242						
Address:	8800 E. CHAPARILAL RUAD # 230						
City, State Zip:	SCOTTSDALE AZ 85250						
Email:	ROSE_UNRUH@AJG, COM						

## \*PREFERRED\*

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

## **DEBIT AUTHORIZATION**

I hereby authorize Kansas State Bank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

		7							
Contract Nu	ımber		nt Amount			Frequency	of Payments		
3347357		\$247.12	2			Monthly			
Beginning			*	Day of M	onth (please	choose one)			
beginning	Month	Year		1 <sup>st</sup>	5 <sup>th</sup>	15 <sup>th</sup>	20 <sup>th</sup>		
		Teal		1 - 1	/5 🗆	15 📙	20 📙		
				/					
	I acknowledge	that the origination of ACH	transactions to	this accoun	nt must comp	olv with the or	rovisions of U.S. la	IW.	
								<del></del>	
Financial Ins	titution Name			Branch					
Address		City	\ /	State	_		Zip		
			\/						
Routing Nun	nber		X	Account I	Number				
		T	. /	Cl II					
		Type of Account	'/ ੫	Checking		Savings			
This authorit	ty is to remain in	full force and effect until	Kansas State B	ank has rec	eived writte	n notification	from any autho	rized signer of the	
account of it	s termination in su	ch time and manner as to a	fford Kansas St	ate Bank a r	easonable op	portunity to	act on it.		
Obligor Nam	e on Contract								
Gila County,	Arizona								
Signature				Printed N	ame and Title	2	<u> </u>		
				\					
T ID NoIn				\   D = 1 =	\				
Tax ID Numb	oer			Date	\				
86-6000444									
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		PLEASE ATTACK	H COPY OF A V	VOIDED CHECK TO THIS FORM!					
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								Widelines Use	
								NO WASHINGTON	

#### **USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

## **8038 REVIEW FORM**

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- 1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- 2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- 3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- 4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <a href="http://www.irs.gov/app/picklist/list/formsInstructions.html">http://www.irs.gov/app/picklist/list/formsInstructions.html</a>, or contact your local IRS office.

## Form **8038-GC**

(Rev. January 2012)

Department of the Treasury

Internal Revenue Service

## Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

Caution: If the issue price is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Par	rt I	Reporting Authority	Che	ck b	ox if	Ameno	led Return ►	
1	lssuer's	name	2 Issi	1			ication number (Ell	N)
		ounty, Arizona		86	600	0444		
3		and street (or P.O. box if mail is not delivered to street address)					Room/su	ite
		East Ash Street	# D.			(F100	11 0-6)	-
4 (	•	n, or post office, state, and ZIP code	5 Re	port n	umber	(For IRS	Use Only)	
		, Arizona 85501 d title of afficer or other employee issuer or designated contact person whom the IRS may call for more information	7 Tol	aphor	o pun	abor of of	ficer or legal repres	entative
6	Name an	a title of officer or other employee issuer of designated contact person whom the IRS may call for more information	1 10	eprior	ie iiuii	ibei oi oi	ilcer or legal repres	citative
			L					
Par	t II	<b>Description of Obligations</b> Check one: a single issue <b>☑</b> or a consolidated ret	urn 🗀					
8a	Issue	e price of obligation(s) (see instructions)		. 8		8a	8,051	28
b	Issue	e date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for						
	exan	nple, 01/01/2009) (see instructions) ▶						-
9	Amo	unt of the reported obligation(s) on line 8a that is:						
а	For le	eases for vehicles				9a		
b		eases for office equipment			Г	9b		
c		eases for real property			Г	9c		
d		eases for other (see instructions).				9d	8,051	28
e		pank loans for vehicles			Г	9e	,	
•		pank loans for office equipment			١	9f		_
-					r	9g		<del>                                     </del>
g		pank loans for real property.			Г	9h		<del>                                     </del>
h		pank loans for other (see instructions)			г			<del> </del>
i		d to refund prior issue(s).			- 1	9i		<del>                                     </del>
j		resenting a loan from the proceeds of another tax-exempt obligation (for example, bond ban	•			9 <u>j</u>		
k		f			_	9k		
10		issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception),						
11	If the	issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instruction	ons) .					
12	Vend	dor's or bank's name: Kansas State Bank of Manhattan						
13		for's or bank's employer identification number: 48 0760380						
		Under penalties of perjury, I declare that I have examined this return and accompanying schedules and they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer'	stateme 's return	ents, a infor	and to mation	the best o	of my knowledge ar essarv to	nd belief,
_	ature	process this return, to the person that I have authorized above.				,	·· <b>,</b>	
and Cons	nant	X M		١ _		١		TNCE
COII	Selli	Signature of issuer's authorized representative Date	Tv	JEF ne or		ame and	title	ECTON
		Print/Type preparer's name Preparer's signature Date	i yi	00 01		neck 🔲 i	DTIN	
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			Phone n	o.		800) 75	2-3502	
							rbitrage rebate (s	ee the
Saction	on refe	rences are to the Internal Revenue   Issuers of tay exempt governmental obligations	line 11	insti	ructio	ns).		

Section references are to the Internal Revenue Code unless otherwise noted.

#### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted aftrer we release it) will be posted on that page.

#### **Purpose of Form**

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150. Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



## Baystone Government Finance

## **SMALL TICKET PROGRAM**

Return completed application with required financial information.

Cila County		Fed. Tax ID #: 86-6000444				
Legal Name of Obligor: Gila County  Address: 1400 East Ash Street		Fed. Tax ID #. 60-6000444				
	ounty: Gila State: AZ	Zip: 85501				
City: Globe Co Contact Person: Joni Erwin	ounty: Gila State: AZ  Title: Buyer	210. 00001				
100.000	Fax: (928 ) 425-705	56				
Phone: (928 ) 402-8897 Email Address: jerwin@gilacountyaz.gov		bhurst@gilacountyaz.gov				
Alternative Contact Person: Betty Hurst	Title: Buyer	Phone: (928 ) 402-4355				
		for property & liability insurance? ACIP				
Date municipal entity was established: 1881  Total Cost of Equipment/Project: \$ 4,025.64	Term (years): 3	Tor property & hability insurance: Acti-				
*Down Payment: \$	Source of Down Payment :					
Trade In: \$	Payment Amount: \$	Delivery Date:				
Other: \$	Payment Due:	Advance Arrears				
Amount to Finance: \$ 4,025.64	Payments:  Monthly	Quarterly Semi-Annual Annual				
*Obligor's down payment should be made before or at deliv						
Has the obligor paid, or does obligor intend to						
reimbursed with proceeds from this financing?	· · · · · · · · · · · · · · · · · · ·	the bonny inhanced with the intent of bonny				
How will the contract payments be made?		ACH Other (specify)				
What fund will the remaining contract payment						
Will any federal monies be applied to the contr						
Equipment Description: Konica Minolta Bizh		or data manufacturad:				
		or date mandiactured.				
	No Year:	3 Year purchased: 2011				
Tropico Tropico	No Age of current equipment:	Teal purchased. 2011				
If not a replacement, why is the equipment nee		¢				
		ed (shipping, software, and sales tax): \$				
		ed (Shipping, Soliware, and Sales tax). \$\psi\$				
Physical location of equipment after delivery:						
Describe the essential use of the equipment:		☐ Yes				
Has the obligor ever defaulted or non-appropri		Yes No				
Will the obligor issue more than \$10,000,000 in		∐ fes <u>v</u> No				
Is the project a building? Yes  What is the physical address of the new building.	No If yes, who owns the land?					
	ancial information required (for all	funde):				
Fiscal Year End: June 30, 2015	Current Year (Actual YTD)	Prior Year (Actual Not Budget)				
	\$ 2,630,860.00	\$ 27,991,809.00				
Total Revenue:	\$ 7,118,451.00	\$31,784,466.00				
Total Expenditures:	\$ 4,487,591.00	\$ 3,792,657.00				
Net Income:						
Total Fund Balance:	\$ 5,766,569.00	\$ 9,848,897.00				
If the obligor's expenditures exceeded revenues for any one of the last three years, explain why and what measures were taken to correct the shortfall:						
This is based off gerneral fund activiies only. Property taxes not due for several months so revenues are behind at this time						
Completed By (signature):	Printed Name and Title: Stacie Alli	son, Sr. Accountant Date: 10/10/2014				

Additional financial information may be requested if deemed necessary during credit review.

By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to the Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

# ATTACHMENT "A" to GOVERNMENT OBLIGATION CONTRACT DATED OCTOBER 14, 2014 FOR FINANCING ONE (1) BIZHUB C554E COPIER

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

Kansas State Bank of Manhattan
Massa Zarus
Individual Authorized to Sign
MARSHA JARVIS
Print Name
SENIOR VICE PRESIDENT
Title
10/22/2014
Date

## Addendum A.

This addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

#### REVISE CONTRACT TERM TO COMPLY WITH GILA COUNTY POLICY

The contract term shall be revised as follows: renewal options.

Effective 07-01-14 for forty-eight (48) months, through 06-30-18, with two (2) 1-year

## ADDITIONAL FUNDS FOR BILLABLE WORK

The amount of the purchase order shall be revised to be increased by Two Thousand and 00/100 (\$2000.00) dollars as additional funds available for billable repairs as necessary, related to the elevators.

Accepted:
-----------

Addendum to contract dated: July 1, 2014

THYSSENKRUPP ELEVATOR CORPORATION

By: (Signature of ThyssenKrupp Elevator Representative)

Angela Clark, Senior Account Manager

(602) 453-1401

Date: 10-14-14

GILA COUNTY FINANCE DEPARTMENT

By: (Signature of Authorized Individual)

DONE . MCDANIEL JR .
(Printed or Typed Name)

Title: COUNTY MANAGER

Date: 10/29/14

ThyssenKrupp Elevator Approval:

By: Au kun

Title: Lee Blevins, Branch Manager

Date: 10/13

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Konica Minolta Business Solutions U.S.A., Inc.



## KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

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## **Participating Agreement**



This Agreement is entered into on this Agreement aday of	f October in the year 2014 , by and
between Gila County	and 1GPA. The purpose of this
Agreement is to allow Gila County	(Name of Entity) to purchase commodities and/or
services under the same terms, conditions and prices a	s is available to all 1GPA members/participants.
With respect to this Participating Agreement, Gila Cour	nty and 1GPA,
	(Entity Name)

#### **Arizona Government Code**

# Title 11 Counties Chapter 7 Intergovernmental Operations Article 3 Joint Exercise of Powers

11-951: Definition

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

11-952: Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

Agree to the following:

- 1. 1GPA has secured the contractor's agreement to provide commodities and/or services to its
  members under the terms, conditions and prices as contracted for Governmental Agencies
  (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other
  governmental agencies and entities).
- 2. The authorized participating agency shall issue any and all purchase order or other applicable authorizations for purchases made on its behalf to 1GPA contractors and insure that 1GPA receives a copy of these documents.
- 3. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
- 4. The exercise of any rights or remedies by 1GPA and/or its participants shall be the exclusive obligation of 1GPA and/or its participants.

- 5. Gila County (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued.
- 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
- 7. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties of the Agreement.
- This Agreement incorporates all Agreements, covenants and understandings between the parties
  concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or
  otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this
  Agreement.
- 9. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 10 below.
- 10. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the addresses listed below.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity:	Address:
Gila County	1400 East Ash Street
Printed Name:	
Don E. McDaniel, Jr.	
Signature:	Email:
Jone Hanne	dmcdaniel@gilacountyaz.gov
Date:	Phone Number:
10/29/14	(928) 402-4344

## 1GPA Approvals

1GPA Signature:	
Printed Name: Christy Knorc	
Title: Director of Operations	
Date: 10 29 2014	

